

JUDGE BERMAN

14 CV 646

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

DREW DOSCHER,

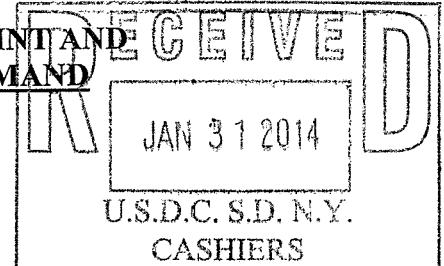
Civil Action No. CV _____

Plaintiff,

-against-

SOBEL & CO., LLC and
MCMILLAN, CONSTABLE, MAKER &
PERRONE, LLP

Defendants.

COMPLAINT AND
JURY DEMAND

Plaintiff DREW DOSCHER, by and through his attorneys, Merolla & Gold, LLP, in support of his claims for relief against the Defendants, states and alleges as follows:

JURISDICTION/VENUE

1. Plaintiff Drew Doscher (hereinafter, "Doscher"), is a New York citizen residing in New York County, New York.
2. Defendant Sobel & Co., LLC (hereinafter, "Sobel") is, upon information and belief, a New Jersey limited liability company with its principal place of business at 293 Eisenhower Parkway, Suite 290, Livingston, New Jersey 07039-1711.
3. Defendant McMillan, Constable, Maker & Perrone, LLP (hereinafter, "MCMP") is, upon information and belief, a New York limited liability partnership with its principal place of business at 2180 Boston Post Road, Larchmont, New York 10538.
4. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1331, 1337, and 1367, and Section 27 of the Securities Exchange Act of 1934 (the "Exchange Act") (15 U.S.C. § 78aa). Venue is proper in this Court under 28 U.S.C. § 1391 since a substantial part of the events or omissions giving rise to the claims

occurred, or a substantial part of property that is the subject of the action is situated in this judicial district.

5. All parties are properly joined in this action, and are subject to the jurisdiction of this Court.

FACTUAL BACKGROUND

6. By written engagement letter dated April 3, 2012 (the “Engagement”), Plaintiff Doscher retained Defendants Sobel and MCMP “to review certain financial information and tax reporting of Sea Port Group Securities, LLC and Affiliates.” At the time, Doscher enjoyed an equitable interest in Sea Port Group Securities, LLC and its Affiliates, and was employed by The Seaport Group, LLC (“Seaport”) as Head of the Distressed Bond Trading Department and co-Head of the High Yield Bond Trading Department. Doscher was a “Client” of both Defendants Sobel and MCMP pursuant to the Engagement, as was Michael Meyer (“Meyer”), who was the other co-Head of the High Yield Bond Trading Department of The Seaport Group, LLC. Pursuant to the Engagement, Doscher (and Meyer) retained Sobel and MCMP to assist him review certain reporting and compliance aspects of Sea Port Group Securities, LLC and its Affiliates. MCMP, through its agent William J. Foster IV, Esq. (“Foster”), recommended Sobel for the task, as Foster had a long standing relationship with MCMP. Both Doscher and Meyer delivered checks to Sobel in the amount of \$12,500 (\$25,000 total).

7. First employed by Seaport in June 2009, Doscher and Meyer were primarily responsible for growing Seaport from roughly 40 employees in June 2009 to 220 employees in January 2013, when Doscher was subject to a wrongful, retaliatory termination. Over the prior three and one-half years, Doscher became viewed as the face

of Seaport. In fact, upon Doscher's hire in June 2009, the two co-founders of Seaport, Stephen Smith ("Smith") and Michael Meagher ("Meagher") (each of whom had 10-12 more years of experience than Doscher) immediately stepped down from their existing positions and reported directly to Doscher as the Head of the Distressed Bond Trading Department and co-Head of the High Yield Bond Trading Department.

8. Initially, Doscher was compensated by Seaport on a pure commission basis that included any salary draws delivered by Seaport on a bi-monthly basis, plus customary employment benefits. Seaport allocated 65% of revenue to each department ("Department Revenue"), and retained 35% for general and administrative expenses and owner equity ("GAOE"). Meagher and Smith exclusively managed and controlled the GAOE. For Doscher, Seaport revenue earmarked for Department Revenue was allocated as follows: (i) as Trader, Doscher received 10% of gross Seaport commissions made on trades he facilitated; (ii) as Salesperson, Doscher had discretion to allocate sales commissions with other Seaport employees involved in a particular trade, involving his clients, with Doscher receiving 50% of his portion of the sales commission due and the other employee(s) receiving 40% of the sales commission due; (iii) as Head of the Distressed Bond Trading Department, Doscher received 5% of all gross Seaport commissions within the Distressed Bond Trading Department; (iv) as Co-Head of the High Yield Bond Trading Department, Doscher received 2.5% of all gross Seaport commissions within the High Yield Bond Trading Department (Meyer received the other 2.5% as co-Head); (v) if the commissions disbursed for (i) through (iii) were less than 65% of the Seaport revenue for a particular trade, Doscher would receive the difference as a Management Override; and (vi) similarly, for the High Yield Bond Trading

Department, if the commissions disbursed were less than 65% of the Seaport revenue for a particular trade, Doscher and Meyer would evenly split the difference as a Management Override (collectively, the “Doscher Compensation Agreement”).

9. After 2009 and during 2010 Smith and Meagher realized Doscher’s earning power, and to some extent Meyer’s, and they began to discuss them becoming “partners” in Seaport. In 2010 Doscher and Meyer agreed, and it was determined that Doscher and Meyer would become “Co-Heads of All Sales and Trading” for Seaport. In furtherance of their becoming “partners” in Seaport, as held out on Seaport’s website, promotional materials, and business cards, Doscher and Meyer were given American Express “Black” cards, and a “phantom” equity account in Seaport was created for each of them. The Doscher Compensation Agreement remained the same, except that Doscher was conferred “phantom” equity in Seaport (and Meyer), enjoying a 25% interest thereto (as did Smith, Meagher, and Meyer) of any residual Seaport profit after accounting for the GAOE, as well as an interest in Seaport affiliates (the “Amended Doscher Compensation Agreement”).

10. Soon thereafter, as other broker-dealer businesses failed such as Citadel, Chapdelaine, Christopher Street, BTIG, Utendahl, Seaport began to climb the ranks and compete with largest and most respected firms in the world, such as Goldman Sachs, UBS, and Deutsche Bank. Among Doscher’s accomplishments was the development of Seaport’s Trade Claim business, in which as recently as November 2012, Seaport touted itself as “the premier trade claims broker on Wall Street with unparalleled experience in settling and closing complex transactions.” As one example, Doscher enabled Seaport to win a multitude Madoff Trade Claim auctions against the all of the

“big banks.” On information and belief, approximately 4 billion of claims were traded by Seaport under Doscher’s leadership.

11. Doscher was the number one producer for the firm in 2009, 2010, 2011, and 2012. In fact, in every year Doscher’s own production numbers exceeded the combined production of the other three partners (Smith, Meagher, and Meyer). During 2012, Meagher and Smith began pressuring Doscher to execute certain operating agreements related to Sea Port Group Securities, LLC and its Affiliates. Doscher then retained Sobel and MCMP to assist him review certain reporting and compliance aspects of those companies.

12. After being retained by Doscher, Sobel and MCMP (through Foster), requested a list of categories of documents from Sea Port Group Securities, LLC and its Affiliates to commence the facilitation of its analysis, which included: (1) audited financial statements for the years ended December 31, 2011, 2010, and 2009; (2) contact information for the auditor of Sea Port Group Securities, LLC and its Affiliates, and written notification to the auditor to allow Sobel access to work papers for the aforementioned years; (3) trial balances (electronically) for the years ended December 31, 2011, 2010, and 2009; (4) general ledgers (electronically) for the years ended December 31, 2011, 2010, and 2009; (5) a copy of previously issued forensic report(s); (6) federal and state income tax returns for the years ended December 31, 2011, 2010 and 2009; (7) a schedule of intercompany accounts and transactions, and support for the methodology of allocations; and (8) a company organizational chart listing key personnel and contact information.

13. By and through counsel, Sea Port Group Securities, LLC and its Affiliates delivered certain financial documents to Sobel via Federal Express with a cover letter dated May 7, 2012 (the “First Production”).

14. On May 14, 2013, Sobel delivered an e-mail to Foster (and others) regarding the First Production, stating that the documents provided were minimal, and not the complete list of documents, thus “making it difficult to move forward with any meaningful and supportable analysis.”

15. On or about May 22, 2012, Foster was informed by counsel for Sea Port Group Securities, LLC and its Affiliates that Sobel should call the auditor of Sea Port Group Securities, LLC and its Affiliates, Allan Povol, CPA (“Povol”), directly with respect to the requested documentation. On May 25, 2012, Sobel delivered an e-mail to Foster (and others) that he spoke with Povol, who gave “minor push back as to why we need to look at some of the documents,” but that there would be a meeting on June 13, 2012, so Sobel can start its review.

16. On June 14, 2012, Sobel delivered an e-mail to Foster (and others) stating that during the visit to Povol’s office the previous day, Sobel was given a “thumb drive containing electronic documents that we previously requested” (the “Second Production”).

17. On September 11, 2012, Meagher received a request from Sobel for the delivery of the following documentation and information by no later than September 14, 2012 in order to adequately prepare for a day-long assessment of the Baywatch computer system utilized by Sea Port Group Securities, LLC’s and its Affiliates, scheduled at the principal place of business of Seaport, 360 Madison Avenue, New York, New York

10017, on September 19, 2012: (1) company organization chart for front office, back office and IT; (2) documented polices and procedures related to data privacy, data confidentiality, and data classification; (3) documented policies and procedures related to granting and removing access from the network and trading application, and change management-processes over changing the trading application software and reports; (4) if applicable, a description of and the results of any third party IT risk and security assessments; (5) if the company contracts with external resources to obtain security penetration reviews, whether any issues were identified; (6) if any parts of the IT environment or resources are outsourced, to provide applicable third party reports; (7) whether the trading application has the capabilities to produce access reports listing roles and if so, what were the transaction capabilities for each role; and (8) technical information regarding database supporting the trading application, operating system, and programming language. On information and belief, Sobel received documents and information from Sea Port Group Securities, LLC's and its Affiliates pursuant to this request (the "Third Production").

18. On December 6, 2012, Sobel produced a "Memo" summarizing the procedures it performed and its findings/comments.

19. Around this time, December 2012, a significant dispute arose between Doscher on the one hand, and Meagher, Smith, and Meyer on the other hand, regarding certain activities by Smith that Doscher believed violated the applicable FINRA Front Running Policy at the time, NASD IM-2110-3. Ultimately, Doscher was fired as an employee and Meagher, Smith, and Meyer now claim that Doscher "forfeited" his "phantom" equity. Doscher initiated a FINRA Arbitration against those individuals and

some other companies, Arbitration Case No. 13-01857, and the case remains pending. A copy of Doscher's First Amended Statement of Claim is attached hereto as Exhibit A.

20. On September 23, 2013, Doscher requested a copy of his file from Sobel and was informed that the consent of MCMP was required before doing so. MCMP refused to deliver the requested consent. Thereafter, Sobel also demanded that its outstanding invoice be paid. In response, Doscher requested a complete billing history to review and potentially pay any balance; Sobel agreed to do so. A true and correct copy of an e-mail exchange from September 23, 2013 through September 27, 2013 evidencing the foregoing is attached hereto as Exhibit B.

21. On September 30, 2013, rather than deliver the entire billing history as previously promised, Sobel delivered its "last invoice," which was addressed to Foster and MCMP, dated December 27, 2012 and asserted a balance due of \$7,585.53. A true and correct copy of that correspondence is attached hereto as Exhibit C.

22. In response, on October 1, 2013, Doscher informed Sobel that he was expecting a complete billing history, requested confirmation of whether the December 27, 2012 invoice was in fact the last invoice, and whether Foster or Meyer paid said invoice. A true and correct copy of that correspondence is attached hereto as Exhibit D. Sobel never responded to this correspondence.

23. Also on October 1, 2013, Doscher wrote to Foster and MCMP, and informed them that the request for a copy of his file was a matter of contract and fiduciary duty, as Foster and MCMP owed Doscher certain duties and obligations in connection with the April 3, 2012 engagement letter. Doscher once again requested Foster and MCMP deliver the requested release to Sobel. A true and correct copy of that

correspondence is attached hereto as Exhibit E. MCMP never responded to this correspondence.

COUNT I
SECURITIES FRAUD

24. Plaintiff realleges and restates paragraphs 1 through 23 as if fully set forth herein.

25. The creation, issuance, and funding of Doscher's "phantom" equity account in 2010, which gave him a 25% interest of any residual profit after accounting for GAOE is a "security" within the meaning of Section 78c(a)(10) of the Securities Exchange Act.

26. Defendants, directly and indirectly, by use and means of instrumentalities of interstate commerce and/or the mails, engaged and participated in a continuous course of conduct with Sea Port Group Securities, LLC and its Affiliates, including Meagher, Smith, and Meyer, designed to improperly manipulate Doscher's "phantom" equity account for their own benefit and to the detriment of Doscher.

27. In furtherance thereof, Defendants employed a device, scheme, and artifice to defraud, and engaged in a transaction, practice, or course of business which operated as a fraud or deceit on Doscher.

28. In connection with the creation, issuance, and funding of Doscher's "phantom" equity account, Sea Port Group Securities, LLC and its Affiliates, including Meagher, Smith, and Meyer, participated in the preparation of and/or issuance of materially false and misleading statements and omissions. For example, unbeknownst to Claimant until after his termination on January 11, 2013, Sea Port Group Securities, LLC and its Affiliates, including Meagher, Smith, and Meyer, engaged in fraudulent

overbilling of expenses for technology (Tomas Stuardo, Lexii Corp., Robert Faulkner, Felix Llanos, Efrain Morales, and CDW), professional development (Vanto Group and Mark Flashen), and nepotistic consulting (Daniel G. Romualdez and Austin Smith). An example of the evidence indicating the overbilling of expenses for technology is attached hereto as Exhibit F, revealed to Doscher only after his termination in January 2013, which consists of an e-mail from Steve Dudowitz to Meagher listing the “spends since 2002,” and excerpts from the 2010 “actual break out of what was bot (sic).” In the “actual break out,” while the total of the “Ext. Price” (\$940,193.42) nears the amount identified in the Dudowitz e-mail for 2010 (\$1,081,891.66), the “Grand Total” of these expenses is **6,861,291.62**. Notably, the “Subtotal” column bears absolutely no relation to the “Ext. Price,” and appears to be arbitrarily inflated consistently throughout the “actual break out.” On information and belief, Meagher and Smith (whom exclusively controlled the 35% GAOE) were systematically manipulating the technology expenses of Sea Port Group Securities, LLC and its Affiliates, and thereby understating income for tax purposes, for their own personal benefit and to the detriment of Doscher, as he enjoyed a 25% interest in the net profit pursuant to his “phantom” equity.

29. In addition, it was never disclosed to Doscher that his “phantom” equity account would evaporate upon his termination as an employee, which Sea Port Group Securities, LLC and its Affiliates, including Meagher, Smith, and Meyer, contend occurred when Doscher was terminated from employment on January 11, 2013. While Doscher disputes the “phantom” equity account was terminated on January 11, 2013, if true, said termination would constitute a “sale” of a security pursuant to 15 U.S.C. § 78c(a)(14). On information and belief, the aforementioned matters were either known or

discovered by Defendants in the course of the Engagement, but never disclosed to Doscher. Also on information and belief, Defendants were compensated by Sea Port Group Securities, LLC and its Affiliates, to withhold such material information from Doscher.

30. Doscher reasonably relied on the misstatements and/or omissions of Defendants, and was damaged as a result.

31. Defendants fraudulent conduct was conducted intentionally and with a conscious and wanton disregard for the rights and interests of Doscher.

32. Defendants violated Section 10(b) of the Exchange Act and Rule 10b-5 promulgated thereunder, and are liable to Doscher, jointly and severally, in an amount to be determined at trial.

COUNT II
BREACH OF CONTRACT

33. Plaintiff realleges and restates paragraphs 1 through 32 as if fully set forth herein.

34. As a "Client" of both Sobel and MCMP, Doscher is entitled to not only a copy, but also the original file of Sobel and MCMP with respect to all matters covered by the Engagement. This includes, but is not limited to, the delivery of the First Production, the Second Production, and the Third Production, as well as all work product, internal notes, correspondence, and memoranda produced by or delivered to Sobel and/or MCMP related to the Engagement.

35. Defendants Sobel and MCMP have wrongfully withheld delivery to Doscher of their respective files related to the Engagement, and Doscher is entitled to an

order directing Defendants Sobel and MCMP to deliver their complete original file, or at least a copy, with respect to all matters covered by the Engagement.

36. Doscher is also entitled to recover his damages as a result from the breach of contract, in an amount to be determined at trial.

COUNT III
BREACH OF FIDUCIARY DUTY

37. Plaintiff realleges and restates paragraphs 1 through 36 as if fully set forth herein.

38. As a "Client," Defendants Sobel and MCMP owed Doscher fiduciary duties of competence, diligence, and loyalty.

39. Defendants Sobel and MCMP breached their fiduciary duties to Doscher.

40. As a result of such breaches of fiduciary duty, and the extraordinary bad faith on the part of Defendants, Plaintiff has been damaged in such amount as will be shown by appropriate evidence on the trial of this case.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests:

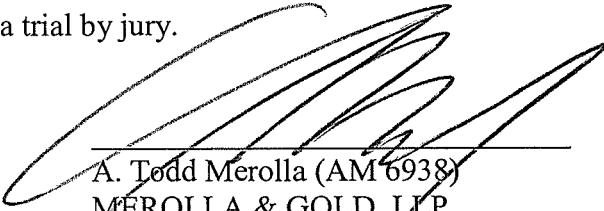
- (1) That pursuant to Counts I, II, and III, Plaintiff have judgment for his actual and consequential damages incurred, in an amount to be determined at trial;
- (2) That pursuant to Count II, Defendants be ordered to deliver their complete original file, or at least a copy, with respect to all matters covered by the Engagement;
- (3) That Defendants be required to pay to Plaintiff all of his litigation expenses, including reasonable attorney's fees and costs of this action;

(4) That Plaintiff has judgment against each Defendant for punitive damages in such amount or amounts as are sufficient to deter each such Defendant from such wrongful conduct in the future;

(5) That Plaintiff be awarded any such other and further relief that to this Court seems just and proper.

JURY DEMAND

The Plaintiff hereby demands a trial by jury.



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Attorneys for Plaintiff
DREW DOSCHER

EXHIBIT A

| | |
|-----------------------------------|--------------------------|
| IN THE MATTER OF ARBITRATION) | FINRA DISPUTE RESOLUTION |
| BETWEEN) | ARBITRATION NO. 13-01857 |
| DREW DOSCHER,) | |
| Claimant,) | |
| v.) | |
| SEA PORT GROUP SECURITIES, LLC,) | |
| STEPHEN CORCORAN SMITH,) | |
| MICHAEL JEFFERSON MEAGHER,) | |
| MICHAEL MEYER,) | |
| THE SEAPORT GROUP, LLC,) | |
| ARMORY ADVISERS, LLC,) | |
| ARMORY FUND, LP,) | |
| SEAPORT V, LLC, and) | |
| DOE COMPANIES 1-50,) | |
| Respondents.) | |

FIRST AMENDED STATEMENT OF CLAIM

COMES NOW, Claimant Drew Doscher (“Doscher”), and files this, his First Amended Statement of Claim against the Respondents, pursuant to Rule 13309(a) of the Financial Industry Regulatory Authority (“FINRA”) Code of Arbitration Procedure (the “Code”).

I. THE PARTIES

1. Doscher is a natural person residing in New York, and was employed by Respondent The Seaport Group, LLC from June 2009 through January 11, 2013. As such, Doscher was and is a Person Associated with a Member as defined by Rule 13100(r).
2. Respondent Sea Port Group Securities, LLC, a Delaware limited liability company and on information and belief a subsidiary of The Seaport Group, LLC, was and is a registered broker-dealer and a member firm of FINRA, with its principal place of business located at 360 Madison Avenue, 22nd Floor, New York, New York 10017.

3. Respondent Stephen Corcoran Smith (“Smith”), a natural person, is a resident of Florida, whose last known place of residence is 122 Kings Road, Palm Beach, Florida 33480. Smith was and is a Person Associated with a Member as defined by Rule 13100(r).
4. Respondent Michael Jefferson Meagher (“Meagher”), a natural person, is a resident of New York, whose last known place of residence is 130 East 67th Street, New York, New York. Meagher was and is a Person Associated with a Member as defined by Rule 13100(r).
5. Respondent Michael Meyer (“Meyer”), a natural person, is a resident of New York, whose last known place of residence is 150 East 72nd Street, #4E, New York, New York 10021. Meyer was and is a Person Associated with a Member as defined by Rule 13100(r).
6. Respondent The Seaport Group, LLC (“Seaport”), a Delaware limited liability company, has its principal place of business located at 360 Madison Avenue, 22nd Floor, New York, New York 10017, and is controlled by Smith and Meagher.
7. Respondent Armory Advisers, LLC, a Delaware limited liability company, has its principal place of business located at 360 Madison Avenue, 22nd Floor, New York, New York 10017, and is controlled by Smith and Meagher.
8. Respondent Armory Fund, LLC, a Delaware limited liability company, has its principal place of business located at 360 Madison Avenue, 22nd Floor, New York, New York 10017, and is controlled by Smith and Meagher.
9. Respondent Seaport V, LLC, a Minnesota limited liability company with Respondent Meagher listed as its Manager with the Minnesota Secretary of State, has its principal place of business located at 360 Madison Avenue, 22nd Floor, New York, New York 10017, and is controlled by Smith and Meagher.

10. Respondent Doe Companies 1-50 are also affiliates of Sea Port Group Securities, LLC, Seaport, Armory Advisers, LLC, Armory Fund, LP, Seaport V, LLC, and are each controlled by Smith and Meagher. Doscher asserts the course of conduct of Respondents Seaport, Sea Port Group Securities, LLC, Armory Advisers, LLC, Armory Fund, LP, Seaport V, LLC, Smith and Meagher with respect to their operation and dealings with Doe Companies 1-50 show a complete disregard for the corporate form (as to all companies), as they made it a mere instrumentality for the transaction of their own affairs, and as such will be jointly and severally liable to Claimant for the amounts awarded to him in this action. Claimant is presently unaware of the true names of Respondent Doe Companies 1-50, and will amend this Statement of Claim upon discovery of the identity of such entities.

II. NATURE OF THE CASE

11. Doscher enjoyed a highly successful 22 year career in the distressed and high yield bond markets when he was subject to a wrongful retaliatory discharge on January 11, 2013 from his employer, after correctly and accurately pointing out improper “Front Running” activities by other employees, agents, and owners of Seaport, in violation of applicable FINRA Rules; said activity that if “settled” would have generated improper compensation to Respondents Smith and Meagher in a substantial amount. Regardless, this activity also improperly excluded another of Seaport’s clients from a business opportunity.

12. Since employed by Seaport in June 2009, Doscher was the number one producer of revenue for Seaport for the years ending December 31, 2009, 2010, 2011, and 2012. Subsequent to his wrongful termination, over the last five months Respondents have failed to deliver compensation duly earned and owed to Doscher, and refused to deliver documentation evidencing the true amount currently owed to him. On information and belief, Doscher estimates

the amounts owed to exceed \$15,505,000, exclusive of other compensatory damages, pre-judgment interest, attorney's fees, and punitive damages as prayed for herein.

III. STATEMENT OF FACTS

Doscher's Compensation and Interest in Seaport

13. In June 2009, Doscher was hired by Respondent Seaport as the Head of the Distressed Bond Trading Department and co-Head of the High Yield Bond Trading Department. At the time, Doscher had enjoyed a successful 18 year career running some of the largest global distressed businesses in the world, such as Lehman Brothers, UBS, and Barclays. Doscher enjoyed (and continues to enjoy) an impeccable reputation with clients and is widely viewed as the best "sell-side" Distressed Bond Trader in the business. Unlike Respondent Meyer, Doscher maintained a "clean" U-4, and never had any issue with his five previous institutional employers or regulators with respect to a U-5 when he and those firms parted ways. Meanwhile, at the time Doscher joined, Seaport was a little known broker-dealer, founded in 2001 by Respondents Smith and Meagher. Seaport had generated \$28MM in revenue in its best year, with most of that derived from an Asset-Backed Securities Group it acquired in 2008 based out of Miami, Florida.

14. Initially, Seaport (through Respondents Smith and Meagher) offered Doscher a first year guaranty of \$3MM in compensation. However, Doscher declined this offer, and instead introduced Seaport to Respondent Meyer, who had run an Investment Grade Department at UBS when Doscher was running the UBS Global Distressed business, which was ranked number one by Institutional Investor for four consecutive years.

15. At the time, Doscher knew Seaport had a little niche in the Distressed space that he enjoyed success over the past 18 years, but if they wanted to build out a full Investment Bank with multiple departments, they had to start with Investment Grade securities in addition to High

Yield, so he proposed to split the 3MM guaranty with Respondent Meyer, if Seaport would hire him to Co-Head the High Yield Bond Trading Department in order to create a full service investment bank. Respondents Seaport, Smith, Meagher, and Meyer were receptive.

16. Between them, Doscher and Respondent Meyer were primarily responsible for growing Seaport from roughly 40 employees in June 2009 to 220 employees in January 2013, at which time Doscher was subject to a wrongful, retaliatory termination. Over the prior three and one-half years, Doscher became viewed as the face of Seaport. In fact, upon Doscher's hire in June 2009, the two co-founders of Seaport, Respondents Smith and Meagher (each of whom had 10-12 more years of experience than Doscher) immediately stepped down from their existing positions and reported directly to Doscher as the Head of the Distressed Bond Trading Department and co-Head of the High Yield Bond Trading Department.

17. Initially, Doscher was compensated on a pure commission basis that included any salary draws delivered by Seaport on a bi-monthly basis, plus customary employment benefits. Seaport allocated 65% of revenue to each department ("Department Revenue"), and retained 35% for general and administrative expenses and owner equity ("GAOE"). For Doscher, Seaport revenue earmarked for Department Revenue was allocated as follows: (i) as Trader, Doscher received 10% of gross Seaport commissions made on trades he facilitated; (ii) as Salesperson, Doscher had discretion to allocate sales commissions with other Seaport employees involved in a particular trade, involving his clients, with Doscher receiving 50% of his portion of the sales commission due and the other employee(s) receiving 40% of the sales commission due; (iii) as Head of the Distressed Bond Trading Department, Doscher received 5% of all gross Seaport commissions within the Distressed Bond Trading Department; (iv) as Co-Head of the High Yield Bond Trading Department, Doscher received 2.5% of all gross Seaport commissions

within the High Yield Bond Trading Department (Meyer received the other 2.5% as co-Head); (v) if the commissions disbursed for (i) through (iii) were less than 65% of the Seaport revenue for a particular trade, Doscher would receive the difference as a Management Override; and (vi) similarly, for the High Yield Bond Trading Department, if the commissions disbursed were less than 65% of the Seaport revenue for a particular trade, Doscher and Meyer would evenly split the difference as a Management Override (collectively, the “Doscher Compensation Agreement”).

18. After 2009 and during 2010 Respondents Smith and Meagher realized Doscher’s earning power, and to some extent Meyer’s, and they began to discuss them becoming “partners” in Seaport. In 2010 Doscher and Meyer agreed and it was determined that Doscher and Meyer would become “Co-Heads of All Sales and Trading” for Seaport. In furtherance of their becoming “partners” in Seaport, as held out on Seaport’s website, promotional materials, and business cards, Doscher and Meyer were given American Express “Black” cards and a “phantom” equity account in Seaport was created for each of them. The Doscher Compensation Agreement remained the same, except that Doscher was conferred “phantom” equity in Seaport (and Meyer), enjoying a 25% interest thereto (as did Smith, Meagher, and Meyer) of any residual Seaport profit after accounting for the GAOE, as well as an interest in Seaport affiliates (the “Amended Doscher Compensation Agreement”).

19. Doscher was the number one producer for the firm in 2009, 2010, 2011, and 2012. In fact, in every year Doscher’s own production numbers exceeded the combined production of the other three partners (Respondents Smith, Meagher, and Meyer).

20. Soon thereafter, as other broker-dealer businesses failed such as Citadel, Chapdelaine, Christopher Street, BTIG, Utendahl, Seaport began to climb the ranks and compete

with largest and most respected firms in the world, such as Goldman Sachs, UBS, and Deutsche Bank. Among Doscher's accomplishments was the development of Seaport's Trade Claim business, in which as recently as November 2012, Seaport touted itself as "the premier trade claims broker on Wall Street with unparalleled experience in settling and closing complex transactions." As one example, Doscher enabled Seaport to win a multitude Madoff Trade Claim auctions against the all of the "big banks." On information and belief, approximately 4 billion of claims were traded by Seaport under Doscher's leadership.

Seaport's Greektown "Front Running"

21. The applicable Front Running Policy at the time of the events described herein was IM-2110-3, which provides in relevant part:

It shall be considered conduct inconsistent with just and equitable principles of trade for a member or person associated with a member, for an account in which such member or person associated with a member has an interest, for an account with respect to which such member or person associated with a member exercises investment discretion, or for certain customer accounts, to cause to be executed:

(a) an order to buy or sell an option or a security future when such member or person associated with a member causing such order to be executed has material, non-public market information concerning an imminent block transaction in the underlying security, or when a customer has been provided such material, non-public market information by the member or any person associated with a member; or

(b) an order to buy or sell an underlying security when such member or person associated with a member causing such order to be executed has material, non-public market information concerning an imminent block transaction in an option or a security future overlying that security, or when a customer has been provided such material, non-public market information by the member or any person associated with a member; prior to the time information concerning the block transaction has been made publicly available.

22. The seminal opinion describing how "front-running" schemes are harmful to the public and are in fact a species of fraud was written by Justice Richard A. Posner in *United States v. Dial*, 757 F.2d, 163 (7th Cir. 1985). In that decision he opined:

The greatest danger of preferential access comes from the brokers, who often trade on their own account as well as for their customers. Brokers have more information than any of their customers because they know all their customers' orders. Suppose a customer directs his broker to buy a large number of silver futures contracts. The broker knows that when he puts this order in for execution the price will rise, and he can make it rise further if he waits to execute the order until he can combine it with other buy orders from his customers into a "block" order that will be perceived in the market as a big surge in silver demand. If, hoping to profit from this knowledge, the broker buys silver futures on his own account just before putting in the block order and then sells at the higher price that the block order generates, he will hurt his customers. His purchase (if substantial) will have caused the market price to rise just before the block order went in, and thus the price that his customers pay will be higher than otherwise; and his sale will cause the price to fall, and thus reduce the value of his customers' contracts. So if "**trading ahead**" -- as the practice of a broker's putting in his own orders for execution ahead of his customers' orders is called -- became widespread, customers would realize that the market was rigged against them. And trading ahead serves no social function at all. The broker obtains a profit from information that he has not invested in producing but that comes to him automatically in his capacity as a broker. It is like a lawyer's discovering that his client is about to make a takeover bid for another company and rushing out and buying some of that company's stock before the bid is made public.

Id., at 165-166.

23. While this case does not involve the trading of silver futures contracts, it does involve unscrupulous investment bankers (Respondents Smith and his subordinate Gregory Bousquette) that used non-public, private information obtained from a client of the Seaport High-Yield Bond trading desk (headed and managed by Doscher and Respondent Meyer) to assist their own separate client to purchase equity in the subject company. As further stated by Judge Posner:

Fraud in the common law sense of deceit is committed by deliberately misleading another by words, by acts, or, in some instances -- notably where there is a fiduciary relationship, which creates a duty to disclose all material facts -- by silence. See Prosser and Keeton on the Law of Torts §§ 105-06 (5th ed. 1984). Liability is narrower for nondisclosure than for active misrepresentation, since the former sometimes serves a social purpose; for example, someone who bought land from another thinking that it had oil under it would not be required to disclose the fact to the owner, because society wants to encourage people to find out the true value of things, and it does this by allowing them to profit from their knowledge. See *Laidlaw v. Organ*, 15 U.S. (2 Wheat.) 178, 195, 4 L. Ed. 214 (1817); Kronman, *Mistake, Disclosure, Information, and the Law of Contracts*, 7 J. Legal Stud. 1 (1978). But if someone asks you to break a \$10 bill, and you give him

two \$1 bills instead of two \$5's because you know he cannot read and won't know the difference, that is fraud. Even more clearly is it fraud to fail to "level" with one to whom one owes fiduciary duties. The essence of a fiduciary relationship is that the fiduciary agrees to act as his principal's alter ego rather than to assume the standard arm's length stance of traders in a market. Hence the principal is not armed with the usual wariness that one has in dealing with strangers; he trusts the fiduciary to deal with him as frankly as he would deal with himself -- he has bought candor.

Id., at 168.

In this case, it will be shown that the Respondents serially profited from trading ahead of its customers without telling them what they were doing, thereby misleading them all for their own greedy profit, which has long since been considered fraudulent. *Id., citing SEC v. Capital Gains Research Bureau, Inc.*, 375 U.S. 180, 183, 194-195, 11 L.Ed.2d 237, 84 S. Ct. 275 (1963).

24. By the end of 2010, Doscher and Meyer were Seaport's Co-Heads of All Sales and Trading. The only Seaport business not under their control and direction were the (i) Asset-Backed Securities Department out of Miami, Florida and (ii) the Investment Banking Division. The latter was dormant until led by Respondent Smith during late-2010, operating out of West Palm Beach, Florida. Instrumental to Respondent Smith's Investment Banking Division was Gregory Bousquette, Co-Head of Investment Banking

25. In 2010, Seaport was approached by Doug Pardon, a Partner at Brigade Capital Management, LLC ("Brigade"), which was a prominent shareholder in the Greektown Casino in Detroit, Michigan ("Greektown"). At the time, Brigade owned approximately 15% of Greektown's outstanding capital stock, and engaged Seaport to find a strategic buyer for their interest, as Brigade had become frustrated with Greektown's management. Mr. Pardon gave Seaport an exclusive order, and in the process helped to educate the firm with their proprietary analysis of the business and enabled Mr. Bousquette to obtain knowledge on the specific casino, as he was Seaport's resident "expert" in the banking group in the casino industry. Meanwhile,

Mr. Bousquette requested market information from Doscher and Respondent Meyer's High Yield Bond Trading Department, and received material information from then-trader Anna Klein and analyst Kenneth Smalley. Eventually, Mr. Bousquette managed to obtain Penn National Gaming as a buyer of the Brigade stock, with the caveat that it attain a controlling position in Greektown. As time passed and market conditions changes, Brigade decided not to engage Penn National Gaming's bid because of the ancillary conditions attached thereto, which included but were not limited to needing a controlling interest (>50%) in Greektown. As a result, both Brigade and Penn National Gaming cancelled their orders.

26. After those orders were cancelled, Respondent Smith (Head of Seaport's Investment Banking Department) on the one hand, and Doscher and Respondent Meyer (Co-Heads of Trading and Sales) on the other, agreed that Mr. Bousquette (who had the ability to further obtain restricted information) would no longer engage any of the other holders of Greektown private equity, such as John Hancock – Manulife Financial, Solus Alternative Asset Management, and Standard General LP), without first notifying Respondent Smith and Seaport's legal department. From that point forward, Seaport's trading desk (led by Doscher and Respondent Meyer) was free to engage and discuss the Greektown bonds with the market and other holders. In fact, from 2011 through December 19, 2012, Doscher and Respondent Meyer's High Yield Bond Trading Department actively worked firm bids from Standard General LP for Greektown financial instruments.

27. In November 2012, Seaport salesman Fredrick Feinstein and analyst John Sosnowski were notified at a dinner with Solus Alternative Asset Management, that a Seaport banker (Mr. Bousquette) approached their casino portfolio manager representing that he had a strategic buyer for Greektown stock. When Doscher was informed of this activity, he

immediately called Respondent Smith (Head of Investment Banking) and notified Jon Silverman (Head of Seaport's Legal Department). Doscher had several concerns. As one example, Doscher was concerned that his Series 24 license as well as that for Respondent Meyer were being compromised by what Doscher believed at the time was a rogue banker who was bidding the same clients for a different buyer than the trading desk was, unbeknownst to him and Meyer. As another, after his multitude of years of working at big banks (such as Lehman Brothers, UBS and Barclays), Doscher could not understand why the Head of Investment Banking and Head of the Legal Department would not have restricted the desks of Respondent Meyer and Doscher from dealings with any clients in the secondary market if banking had evolving inside information and an ongoing agenda. Even more disturbing, was why Respondent Meyer did not see this as a problem. Based on the assurances of Respondent Smith that Seaport's banking department would no longer engage in Greektown private equity, Seaport continued to allow Doscher's trading desk to work firm bids from Standard General LP for Greektown financial instruments in the public domain.

28. Specifically, Respondent Smith assured Doscher that this activity would no longer take place and that Mr. Bousquette would be reprimanded of this violation of internal and external policies. After having been warned, Mr. Bousquette then took it upon himself to call Solus Alternative Asset Management and berate them for giving Seaport's trading desk the information. Mr. Bousquette's behavior was so alarming that it caused a Human Resources issue between a portfolio manager at Solus and Seaport. Zach Roth (Head of Solus Trading) phoned Doscher and Mr. Feinstein regarding whether Bousquette was violent and voiced his concern about the possibility of a restraining order against him. Mr. Roth requested a personal guarantee from Doscher on behalf of Seaport that the portfolio manager was not in any physical danger.

Doscher immediately notified Lisa Orser (Seaport's Head of Human Resources) and then alerted Respondents Smith, Meagher, and Meyer about this serious issue. Doscher and Respondent Meyer had no personal knowledge of Mr. Bousquette's history, as he was an employee hired by Respondents Smith and Meagher many years before their arrival. Respondents Smith and Meagher told Doscher and Respondent Meyer that Mr. Bousquette had no history of violence, and Doscher could inform Solus that no further interaction between Mr. Bousquette and Solus would occur.

29. While High Yield/ Distressed trader Anna Klein was still actively working Standard General LP's bid for the Greektown private equity in the public domain, another incident occurred. On December 19, 2012, Mr. Bousquette "went rogue" again, and had approached and participated in an auction for John Hancock – Manulife's position in Greektown private equity, all with the consent and blessing of Respondent Smith and Seaport's legal counsel, Jonathan Silverman as evidenced by e-mails among the three of them. That day, Doscher was called by Ms. Klein because Standard General had found out that Seaport participated in an auction for John Hancock – Manulife's position in Greektown private equity. Ms. Klein also e-mailed Doscher while he was out of the office on December 19, 2012:

Drew – I know you are off in meetings but need you on Greektown equity. I have gotten several calls regarding the equity, specifically from your buyer, Standard Gen, that we/Seaport ran an auction on the equity, particularly pertaining to Hancock's large stake. He was told that Seaport ran the auction, that bids were due yesterday at noon. He wasn't shown it and is really pissed off. I'm so confused. (not to mention that I sounded like a moron on the phone, having no clue wtf he was talking about).

We've had buyers on the desk. We regularly talk to pretty much every single holder of the equity. I have personally worked firm orders on both the bid and the offer in this post reorg name. We actively spent months pitching new buyers to acquire a block. I trade

the bonds (including recently). We cover it in research. It's a desk name on every level. If there was an auction how was it not run through our desk? And if it was in banking, why wasn't I restricted from trading the name? Isn't this some sort of violation? I know you are jammed but I am HEATED. Do you think you will be back soon to discuss?

30. With Doscher out of the office at a client meeting, Ms. Klein took it upon herself to send an email to Respondent Smith at 2:21pm, questioning if Seaport participated or held any Greektown auction for John Hancock – Manulife. Respondent Smith's quote back to her inquiry was the following:

"Three or so months ago, Bousquette had a strategic buyer of the company, long since died."

31. Doscher then contacted Smith and was told that Seaport absolutely did not engage Hancock – Manulife in this name. Doscher, having worked and trained with a trader at John Hancock – Manulife, sent an instant Bloomberg message alerting that he had some internal political and possible regulatory issues and needed some answers. The trader responded, "I can't say much." Doscher replied: "I don't need much, call me." Doscher then received a phone call and questioned whether or not Seaport participated in an auction for John Hancock's position in Greektown private equity. The John Hancock – Manulife trader verbally confirmed that Seaport did in fact participate, and followed up with an internal message to Doscher requesting he keep this information private.

32. On December 20, 2012, Doscher requested access to all e-mails to and from Mr. Bousquette regarding Greektown. In response, Markus Witthaut (Seaport's Chief Compliance Officer and Chief Financial Officer) had a printed copy of the aforementioned instant Bloomberg messages. Mr. Witthaut was concerned after having just gotten through a FINRA audit of the words used by John Hancock – Manulife trader in the instant Bloomberg message. Doscher was

glad for his diligence and requested that all the emails with search words “Penn National,” “Greektown,” “Hancock,” and “Manulife” be pulled, due to the client complaint from Standard General, LP. When given the information from Mr. Withhaut on these search words, very little findings were handed to Doscher. Then, at 4:23pm on December 20, 2012, Doscher sent Mr. Withhaut an email stating that he was concerned that his Series 24 had been compromised and wanted to expand the search using the search words “Bousquette,” “Smith,” “Meagher,” “Silverman” and several others. After the weekend and the Christmas holiday, on December 26, 2012, Doscher had to remind Mr. Withhaut of his last request at 8:16am that he needed the e-mails. At 9:29am, Mr. Withhaut responded: **“I have a huge stack of emails, need Silverman’s approval.”** Later that week, Doscher had to retrieve the e-mails while Mr. Silverman was in a meeting with John Decoursey (Seaport’s Head of the Private Placement Department) when Doscher interrupted the meeting and demanded the e-mails. In response, Mr. Silverman handed Doscher a 1½ foot stack of printed e-mails and sarcastically stated: **“Be careful not to get yourself restricted.”**

33. After spending time reading about one-third of the documents, Doscher confirmed that Standard General LP’s accusations of Seaport were correct. Much to his chagrin, Doscher realized that Respondent Smith had lied, and that he and Mr. Silverman not only allowed, but coached Mr. Bousquette in this process. As a result, Doscher immediately restricted his Distressed Bond desk from any further trading activity with respect to Greektown. In addition, there began much debate among the partners at Seaport (Doscher, Smith, Meagher, and Meyer) as to what needed to happen to respond to these allegations and customer complaints, which necessarily involved FINRA regulations. On information and belief and in particular, that

Seaport's activities violated the applicable FINRA rules and regulations regarding "Front Running."

34. Around noon on January 4, 2013, Doscher was accused of lying and violating FINRA policies by his client contact at Standard General LP, Michael Perrone:

Doscher I have been digging around the market regarding a sale of Greektown Pfd we heard about in December and it has come to my attention Seaport was a bidder in the auction of the debt and most likely bought the paper. I am furious about how this trade happened as WE were your standing bid for this paper for the past 2yrs. I feel like we went out of our way to provide mkt context and color on the situation to your desk only to have Seaport use that information against us and deliberately exclude us from the chance to buy paper. To make matters worse this was a grave breach of protocol as you allowed a new buyer to step in front of us and we weren't given a chance to be competitive, I am sure we were willing to pay more then was paid to retain a controlling stake in this company. We do business with your firm because unlike investment banks you are not a competitor in what we are looking to accomplish and have an understanding of the protocols that encompass our markets, this new information makes me highly doubt this and I am not sure I can view your firm the same way going forward.

35. Later on January 4, 2013, Gary Stanco (Seaport salesman) conferred Doscher in on a call with Doug Pardon, who demanded to know why Seaport had not notified Brigade of the Hancock – Manulife stock auction, since Brigade was the one that educated and started Seaport in the Greektown name. When Doscher told Pardon he did not know all of the details and was trying to get to the bottom of the issue, Pardon accused Doscher of being a liar, "like everyone else at Seaport." Pardon said he was headed to the National Championship game to watch his alma mater Notre Dame with Mr. Stanco in Miami for the weekend, and wanted an answer upon his return on January 8, 2013.

36. On January 7, 2013, Mr. Feinstein expressed his concern with Respondent Smith via e-mail:

I have a major problem with the way the Greektown situation has gone down. There have been violations of account engagement rules and protocol that have made us look like a JV operation and has tarnished the reputation of this firm.

First, Bousquette goes into Solus in September, unsolicited (wearing jeans and a sweater) and has a meeting where he proceeds to hand out a scribbled piece of paper that has a top 10 list as to “Why nobody should own a casino in Detroit” on one side and casino comps on the other. He then proceeds to tell them that he has a bid for their paper on behalf of a strategic. When word gets back to him that it was one of the most unprofessional meetings in the experience of the account, he calls to threaten the account.

Second, Drew and I have had the standing bid for Greektown from Standard General for over a year. The fact that a trade happened and this firm was involved and Standard General was not, AND another client that this firm is advising got in front of Standard General is a joke.

Not only has this guy made us look like Little Rascals in front of Solus, he’s permanently scarred our relationship with Standard General.

My concern is that we’re all trying to build something here that represents the New Wall Street with integrity and this guy is out tarnishing our image one account visit and protocol violation after another. I’d like to know your thoughts on this.

37. In response to the obvious conflicts identified by Mr. Feinstein regarding

Seaport’s involvement with the Greektown auction, three hours later Respondent Smith stated:

Thank you for your thoughts. I don’t think you have all the facts available to you, so I don’t necessarily agree with your conclusion.

Also, I think there might be an opportunity sitting in front of you. Based on the fact that the company set up a poison pill makes me believe that they are blocking a sale by Hancock. Clearly Hancock wants out, but cannot achieve that sale. Hancock, Solus, and Brigade, together control the company. You should approach the 3 of them and present Standard General as a potential replacement to Hancock. They can create an override to the poison pill. Management, who is the real impediment since they have no equity, should welcome a “non-strategic” to replace Hancock. I think there is a trade still there.

38. On January 8, 2013, numerous emails and conversations between Doscher and Mr. Silverman occurred regarding the two client complaints, the FINRA allegations, and the legal department's inability to act impartial due to Respondent Smith's and Respondent Meagher's stature and responsibilities to the legal department. This also happened to be the exact time that bonus payouts were being determined by Respondent Meagher, and Mr. Silverman clearly did not wish to overstep his personal interests.

39. On information from e-mail communications and belief, Mr. Silverman understood what an enormous legal issue this was for the Firm, but his actions showed that he was virtually powerless to do anything about it. In fact, his most assertive advice was to stop sending e-mails, because:

“LESS TRAFFIC IS BETTER.”

After bringing all of this information supported by documentation to the attention of Respondents Smith, Meagher, and Meyer, Doscher demanded that at a minimum the clients that were involved be given the truth, and that Mr. Bousquette immediately be reported to FINRA and be terminated from Seaport.

40. On January 10, 2013 at approximately 10:53 p.m., Doscher told Respondent Meyer that in order for the “partners” to be on the “same page,” Seaport needed to fire Mr. Bousquette for walking the razor wire of front running clients and abusing accounts and breaking internal policy, and “we go back to making money.” Alternatively, if the “partners” were on the “other page,” he would quit, since unlike Respondent Meyer, Doscher was not willing to risk his U-4 for the sake of Seaport’s non-compliance and for illegally attempting to make money.

41. The following morning, on January 11, 2013 at approximately 7:24 a.m., Respondent Meagher informed Doscher:

We are not firing Bousquette, we are accepting your resignation. We will be announcing that to the firm today. We will pay you monies owed.

Mere minutes after receiving this text, a reporter from Bloomberg news (Zeke Faux) called Doscher requesting commentary on his dispute and dismissal from Seaport. And later that day, Seaport issued the following statement:

We are writing to announce that Drew Doscher has resigned, effective immediately, from the Seaport Group.

Drew has made the personal decision to resign following a difference in opinion regarding ongoing management priorities. We have accepted his resignation and today is his last day at the firm. Drew's responsibilities will revert to the members of the management team, in particular Michael Meyer who along with Drew is co-head of Sales and Trading.

We thank Drew for his commitment and energy in helping us transform the Seaport Group into the firm it is today. Due, in part, to these attributes, we have the building blocks and growth momentum to continue our evolution into a leading independent investment bank.

- Michael, Mike and Steve

42. Also on January 11, 2013, Seaport delivered a clean FINRA Uniform Termination Notice (U-5) terminating Doscher's registration with Respondent Sea Port Group Securities, LLC. As of this date, Seaport has failed and refused to pay Doscher the amounts due him, which includes compensation pursuant to the Amended Doscher Compensation Agreement, as well as distributions for his "equity account."

COUNT I – BREACH OF CONTRACT

43. Claimant incorporates Paragraphs 1 through 42 of this Statement of Claim by reference, with the same force and effect as if fully set forth herein.
44. Respondents breached the Amended Doscher Compensation Agreement by failing to compensate Doscher in accordance therewith.
45. Respondents have refused to pay the amounts due Doscher.
46. As a direct and proximate result of the foregoing, Doscher has suffered a loss in an amount to be determined at the final hearing of this action, but believed to be at no less than \$15,505,000, plus pre-judgment interest at the legal rate.
47. All conditions precedent to the bringing of this action have been performed, or have occurred, or have been waived or excused by Respondents.

COUNT II – QUANTUM MERUIT / UNJUST ENRICHMENT

48. Claimant incorporates Paragraphs 1 through 47 of this Statement of Claim by reference, with the same force and effect as if fully set forth herein.
49. Pleading in the alternative, and in the event it is determined that some or all of Doscher's claims under Count I cannot be sustained, Doscher is entitled to a recovery under the doctrine of quantum meruit to prevent any unjust enrichment to Respondents.
50. At the specific request of Respondent Seaport, and based upon the promise to pay Doscher commissions as described in the Amended Doscher Compensation Agreement, Doscher conferred a benefit upon Respondents.
51. Respondents appreciated and accepted the benefit provided by Doscher, which were delivered through the performance of services in good faith.

52. Respondents acceptance and retention of the benefit under the circumstances makes it inequitable for them to retain the benefit without compensating Doscher, who had an expectation of compensation therefor, in accordance with the terms described in the Amended Doscher Compensation Agreement.

53. Respondents have refused to pay the amounts due Doscher. And on information and belief, Respondents Smith, Meagher, and Meyer are now each enjoying a one-third "equity account," and intentionally restructuring existing Doscher trades to his detriment. As one example, in December 2012 Doscher was the exclusive salesperson on a trade involving Mount Capital for \$90,000,000 in which the commission was \$900,000.00. After his termination, Respondents cut the transaction to \$26,000,000 and assigned a new trade date.

54. As a direct and proximate result of the foregoing, Doscher is entitled to recover the reasonable value of his services rendered, in an amount to be determined at the final hearing of this action, but believed to be at no less than \$15,505,000, plus pre-judgment interest at the legal rate.

COUNT III – PROMISSORY ESTOPPEL

55. Claimant incorporates Paragraphs 1 through 54 of this Statement of Claim by reference, with the same force and effect as if fully set forth herein.

56. Pleading in the alternative, and in the event it is determined that some or all of Doscher's claims under Count I cannot be sustained, Doscher is entitled to a recovery under the doctrine of promissory estoppel.

57. Respondents clearly and unambiguously promised that they would pay Doscher in accordance with the Amended Doscher Compensation Agreement.

58. Respondents expected Doscher would rely on their promises to pay him in accordance with the Amended Doscher Compensation Agreement.

59. Based on the promises of Respondents, Doscher continued to be employed by Respondent Seaport, to his detriment.

60. It was reasonable and foreseeable for Doscher to rely on the promises of Respondents.

61. Notwithstanding their promises, Respondents reneged on their commitments.

62. As a result of such promissory estoppel, Doscher has sustained an injury in an amount to be determined at the final hearing of this action, but believed to be at no less than \$15,505,000, plus pre-judgment interest at the legal rate.

COUNT IV – FRAUD

63. Claimant incorporates Paragraphs 1 through 62 of this Statement of Claim by reference, with the same force and effect as if fully set forth herein.

64. The creation, issuance, and funding of Claimant’s “phantom” equity account in 2010, which gave Claimant a 25% interest of any residual Seaport profit after accounting for its GAOE is a “security” within the meaning of Section 78c(a)(10) of the Securities Exchange Act.

65. Respondents, directly and indirectly, by use and means of instrumentalities of interstate commerce and/or the mails, engaged and participated in a continuous course of conduct designed to improperly manipulate Claimant’s “phantom” equity account for their own benefit and to the detriment of Claimant.

66. In furtherance thereof, Respondents employed a device, scheme, and artifice to defraud, and engaged in a transaction, practice, or course of business which operated as a fraud or deceit on Claimant.

67. In connection with the creation, issuance, and funding of Claimant's "phantom" equity account, Respondents participated in the preparation of and/or issuance of materially false and misleading statements and omissions. For example, unbeknownst to Claimant until after his termination on January 11, 2013, Respondents engaged in fraudulent overbilling of expenses for technology (Tomas Stuardo, Lexii Corp., Robert Faukner, Felix Llanos, Efrain Morales, and CDW), professional development (Vanto Group and Mark Flashen), and nepotistic consulting (Daniel G. Romualdez and Austin Smith). In addition, it was never disclosed to Claimant that his "phantom" equity account would evaporate upon his termination as an employee.

68. Claimant reasonably relied on the misstatements and/or omissions of Respondents regarding the creation, issuance, and funding of Claimant's "phantom" equity account, and was damaged as a result.

69. Respondents fraudulent conduct was conducted intentionally and with a conscious and wanton disregard for the rights and interests of Claimant.

70. Respondents violated Section 10(b) of the Exchange Act and Rule 10b-5 promulgated thereunder, and are liable to Claimant, jointly and severally, in an amount to be determined at trial. Alternatively, Respondents are liable to Claimant based on common law fraud, jointly and severally, in an amount to be determined at trial.

COUNT V – LEGAL AND EQUITABLE ACCOUNTING

71. Claimant incorporates Paragraphs 1 through 70 of this Statement of Claim by reference, with the same force and effect as if fully set forth herein.

72. Doscher has been unlawfully excluded from access to records evidencing the amounts owed to him, as well as his interest in his "equity account," to which he is entitled.

73. Doscher has not been compensated for the amounts due to him in accordance with the Amended Doscher Compensation Agreement.

74. Doscher is entitled, at law and in equity, to an accounting of monies paid to Respondents and their affiliates, and the timing of those payments, pursuant to all matters since at least January 1, 2010, as well as an accounting of his “equity account.”

COUNT VI – BREACH OF FIDUCIARY DUTY

75. Claimant incorporates Paragraphs 1 through 74 of this Statement of Claim by reference, with the same force and effect as if fully set forth herein.

76. As Member Managers of Seaport, Respondents Smith and Meagher owed fiduciary duties to Doscher after being conferred an “equity account” in Seaport.

77. Respondents Smith and Meagher breached their fiduciary duties of care, loyalty, and utmost good faith by wrongfully excluding Doscher from Seaport distributions, as well as appropriating certain assets of Seaport to themselves and by otherwise pursuing their own interests to Doscher’s detriment.

78. As a direct and proximate result of the foregoing, Doscher has suffered a loss in an amount to be determined at the final hearing of this action, plus pre-judgment interest at the legal rate.

COUNT VII – DECLARATORY JUDGMENT

79. Claimant incorporates Paragraphs 1 through 78 of this Statement of Claim by reference, with the same force and effect as if fully set forth herein.

80. This is a case of actual controversy, and Doscher seeks a decree that the Amended Doscher Compensation Agreement is valid and enforceable, and that he enjoys as 25% equity interest in Respondent Seaport and its affiliates.

COUNT VIII – RETALIATORY DISCHARGE VIOLATION OF NY CLS LABOR §740

81. Claimant incorporates Paragraphs 1 through 80 of this Statement of Claim by reference, with the same force and effect as if fully set forth herein.

82. By objecting to and refusing to participate in the “Front Running” activities of Mr. Bousquette, which violated applicable FINRA rules and regulations, Doscher was engaged in activity protected by New York’s CLS Labor Law § 740.

83. Respondent Seaport’s “acceptance” of Mr. Doscher’s resignation was in fact a wrongful, retaliatory discharge for engaging in that protected activity.

84. As a result of the wrongful, retaliatory termination, Doscher is currently unemployed.

85. While employed at Respondent Seaport, Doscher earned income in the following amounts:

| | |
|------|------------------------|
| 2009 | \$2,791,453 |
| 2010 | \$8,522,175 |
| 2011 | \$5,728,485 |
| 2012 | \$4,826,097 (W-2 only) |

86. As a result of the wrongful, retaliatory termination, Doscher is entitled to all relief available to him under New York’s CLS Labor Law § 740, which includes but is not limited to: compensation for lost wages, benefits and other remuneration, and reimbursement for reasonable costs, disbursements, and attorney’s fees associated with this action, in an amount to be determined at the final hearing of this action.

COUNT IX – ALTER EGO AND DISREGARD OF THE CORPORATE FORM

87. Claimant incorporates Paragraphs 1 through 86 of this Statement of Claim by reference, with the same force and effect as if fully set forth herein.

88. The course of conduct of Respondents Smith and Meagher, with respect to their operation and dealings with Respondents (i) Seaport; (ii) Sea Port Group Securities, LLC; (iii) Armory Advisers, LLC; (iv) Armory Fund, LP; (v) Seaport V, LLC; and (vi) Doe Companies 1-50 show a complete disregard for the corporate form (as to all companies), as they made it a mere instrumentality for the transaction of their own affairs. That is, there was, and is, such a unity in interest and ownership that the separate personalities of the corporations/limited liability companies and these individuals no longer exist (and perhaps never did).

89. For example, on information and belief, Respondents have engaged in systematic fraudulent overbilling of expenses for technology (Tomas Stuardo, Lexii Corp., Robert Faulkner, Felix Llanos, Efrain Morales, and CDW), professional development (Vanto Group and Mark Flashen), and nepotistic consulting (Daniel G. Romualdez and Austin Smith). Further, on information and belief, Respondents are in the process of liquidating various affiliated entities with a view to avoid the collectability of the claims presented herein.

90. Respondents Smith, Meagher, and Meyer overextended the privilege to use a corporate entity in order to defeat personal liability as to any Award. That is, each is personally liable to Claimant, jointly and severally, for all amounts due under this Statement of Claim. The Respondents disregarded the separateness of these legal entities by commingling on an interchangeable or joint basis, or confusing the otherwise separate properties, records, or control. Claimant is entitled to an Award against Respondents in an amount to be determined at the final hearing of this action.

COUNT IX – CONSTRUCTIVE TRUST

91. Claimant incorporates Paragraphs 1 through 90 of this Statement of Claim by reference, with the same force and effect as if fully set forth herein.

92. At the time of the Amended Doscher Compensation Agreement, a confidential or fiduciary relationship existed among Doscher and Respondents Smith, Meagher, and Meyer regarding their respective interests in Seaport. After being conferred an "equity account," and being help out as a "Partner," Doscher expended significant money, labor, and time developing the going concern of Respondent Seaport and its affiliates. As one example, Doscher recruited, hired and paid Jay Conklin (Head of European trading for Doscher and Respondent Meyer) \$150,000.00 out of his personal commissions account as long as the firm matched the amount of \$150,000.00 for him to join the firm. This monetary consideration was a signing bonus to entice Mr. Conklin to assist Doscher pursue Seaport's footprint into the European markets. Mr. Doscher was voted Chief Executive Officer of the European operations by his three partners, and Seaport's equity partners (Doscher, Smith, Meyer, Meagher) needed to post in excess of 1.5 million GBP to be able to transact in European markets. This initial investment was made from the partner's equity accounts and has paid huge dividends this calendar year. The European effort has been one of the most profitable new businesses for Seaport and its affiliates. In addition, Doscher, along with Mr. Conklin's advice, recruited, hired and paid Nicolas Montgomery. Mr. Montgomery used his previous expertise to start several other very successful and profitable businesses on the Equity and Equity Options markets to which Seaport never previously transacted. If Respondents Smith, Meagher, and Meyer prove successful in depriving Doscher of his "equity account" interest, they all would be unjustly enriched.

93. On information and belief, Respondents have been, and continue to be, in the process of seeking to sell the assets of Respondents Seaport and Sea Port Securities, LLC. Claimant has no adequate remedy at law and will be irreparably harmed if a sale of assets does

occur and this tribunal does not exercise its equitable powers to impose a constructive trust and equitable lien upon all proceeds generated by such a sale.

COUNT X – VIOLATION OF FINRA RULES OF CONDUCT

94. Claimant incorporates Paragraphs 1 through 93 of this Statement of Claim by reference, with the same force and effect as if fully set forth herein.

95. The aforementioned conduct of the Respondents is contrary to FINRA Conduct Rule 2010, which provides that “a member, in the conduct of its business, shall observe high standards of commercial honor and just and equitable principles of trade.”

96. In addition, the conduct of Mr. Bousquette, and the subsequent acceptance and ratification of his actions by Respondents violated the applicable Front Running Policy (IM-2110-3), as well wrongfully used information obtained in a fiduciary capacity and affected the Greektown Casino transaction with the use of a manipulative, deceptive, or other fraudulent device contrary to FINRA Conduct Rules 2020 and 2060.

97. Notably, within weeks after Doscher’s employment at Respondents Smith, Meagher, and Meyer “restricted” Doscher’s former desk with respect to the Greektown Casino. And on information and belief, Seaport terminated Mr. Bousquette’s employment during May 2013.

98. On information and belief, Respondents have improperly used The Seaport Group Profit Sharing Plan, LLC as a receptacle to park and dump low and zero balance positions traded by Seaport V, LLC Armory Advisers, LLC and Armony Fund, LP in violation of applicable ERISA laws and regulations.

99. On information and belief, Respondents are non-compliant with industry standards for: (1) disaster recovery of data and information; (2) back-up to Seaport's phone systems; and (3) mandatory recordings on Seaport's phone systems.

100. As a result of the foregoing, Doscher is entitled to compensatory and punitive damages, prejudgment interest, attorney's fees, and costs in an amount to be determined at the final hearing of this action.

WHEREFORE, Claimant Doscher respectfully prays for the following relief:

- (1) That he receive an award against the Respondents for his actual and consequential damages incurred, in an amount or amounts to be determined at trial;
- (2) That he be granted a declaratory judgment as prayed for herein;
- (3) That he receive an accounting from Respondents;
- (4) That he be granted a constructive trust as prayed for herein;
- (5) That he receive an award against Respondents for his expenses of litigation, including a reasonable sum as attorney's fees;
- (6) That he receive an award against Respondents for punitive damages;
- (7) That he receive an award for pre-judgment interest;
- (8) That Respondents be required to advance all fees and expenses regarding this arbitration; and
- (9) That he be awarded any such other equitable, injunctive, or other relief as prayed for herein or that seems just and proper.

This 23rd day of September, 2013.

MEROLLA & GOLD, LLP

A. Todd Merolla, Esq.
Georgia Bar No. 502570
Attorneys for Claimant

4828 Ashford Dunwoody Road, Second Floor
Atlanta, Georgia 30338
678-587-9500 (o)
678-587-9098 (f)
atm@merollagold.com

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and accurate copy of the within and foregoing **FIRST AMENDED STATEMENT OF CLAIM** was served upon all parties by electronic means to:

Ronald G. Blum
Manatt, Phelps & Phillips, LLC
7 Times Square
New York, New York 10036
rblum@manatt.com

This 23rd day of September, 2013.

A. Todd Merolla

4828 Ashford Dunwoody Road, Second Floor
Atlanta, Georgia 30338

EXHIBIT B

Merolla, Todd

From: DarrylN@sobel-cpa.com
Sent: Friday, September 27, 2013 2:49 PM
To: Merolla, Todd
Cc: bfoster; brad.muniz; darryl.neier; kconlon; mamk539; RBlum; smcmillan; tconstabile; wmaker
Subject: Re: Sobel file

Todd:

I will forward you my firm invoices per your request over the weekend as I am not in the office. These invoices have been previously sent to both counsel in the past.

You are correct we have not received a release from Bill Foster.

I will contact Kieran today to tell him what I would like him to send me to memorialize his email.

Regards
Darryl

Sent from my iPhone

On Sep 27, 2013, at 2:33 PM, "Merolla, Todd" <atm@merollagold.com> wrote:

What is astonishing is that Drew has never received a bill from your firm. Please send over a complete billing history for us to review, and potentially pay any balance. You have Kieran's consent, correct? So the only hold-up now for delivery of your file to Drew is payment of your fees and a written release from Bill Foster, correct?

A. Todd Merolla
Merolla & Gold, LLP
4828 Ashford Dunwoody Road
Second Floor
Atlanta, Georgia 30338

678-587-9500 (o)
678-587-9098 (f)
atm@merollagold.com

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From: DarrylN@sobel-cpa.com [mailto:DarrylN@sobel-cpa.com]

Sent: Friday, September 27, 2013 12:19 PM

To: Merolla, Todd

Cc: bfoster; kconlon; brad.muniz; darryl.neier; mamk539; RBlum; smcmillan; tconstabile; wmaker

Subject: Re: Sobel file

Todd:

I am in receipt of your email and frankly I am astonished that you would threaten my firm and its members with litigation.

As I told you on Monday, Sobel would turn over the requested documents under two conditions, a written release from the counsel who retained us or a lawful subpoena.

Additionally, we have not as of this time, taken any legal action against your client for unpaid professional fees. However, with your threats of legal action against my firm, I will be having conversations with Sobel's counsel on how to proceed.

I am out of the office until Tuesday, however if you wish to discuss, please send me an email and we will arrange a mutually convenient time.

Regards,
Darryl Neier

Sent from my iPhone

On Sep 26, 2013, at 3:26 PM, "Merolla, Todd" <atm@merollagold.com> wrote:

Bill:

Drew is your client as well, and you are neglecting your contractual and fiduciary duties to him by not delivering whatever it is Sobel & Co., LLC is requiring to turn over their file, including all work product. You have continuing duties of loyalty to Drew given this and other past representations of him.

While we disagree your consent is even needed to get Sobel & Co., LLC's file, it should be simple enough for you to do so. If you do not deliver the requested consent and we do not receive Sobel & Co., LLC's entire file, including all communications and work product regarding the scope of representation identified in the April 3, 2012 engagement letter, by close of business tomorrow (assuming everything can be scanned and e-mailed), we will initiate new litigation next week. The defendants therein will include your firm, Sobel & Co., and the individual professionals from those firms involved in this matter.

Also, please turn over your entire file to me, including any work product and internal communications, regarding any transactional or other work you did for Drew in the past.

A. Todd Merolla
Merolla & Gold, LLP
4828 Ashford Dunwoody Road

EXHIBIT C

Merolla, Todd

From: Valerie Carroll <Valerie.Carroll@sobel-cpa.com>
Sent: Monday, September 30, 2013 9:35 AM
To: Merolla, Todd
Cc: bfoster@mcmplaw.com; Kconlon@ryanconlon.com
Subject: McMillan Constabile Maker & Perone (Sea Port) Invoice 969785 12-27-12
Attachments: image001.gif; image010.jpg; image011.jpg; image012.jpg; image013.jpg; McMillan Constabile Maker Perone (Sea Port) Invoice 969785 12-27-12.pdf

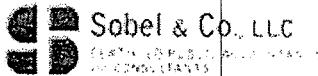
Dear Mr. Merolla,

Per Darryl Neier, please see attached our last invoice.

Sincerely,

Valerie Carroll

*Valerie Carroll
Sobel & Co., LLC
293 Eisenhower Parkway, Suite 290
Livingston, NJ 07039-1711
Telephone: 973-994-9494 Ext. 253
Fax: 973-994-1571*



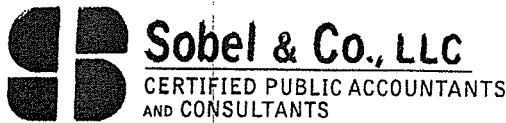
*Please Visit our website at www.sobel-cpa.com
Member PKF International www.pkf.com
Member PKFNAN www.pkfnan.org*



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293 Eisenhower Parkway, Suite 290
Livingston, NJ 07039-1711
973-994-9494 • Fax 973-994-1571
www.sobel-cpa.com

December 27, 2012

McMillan, Constabile, Maker & Perone, LLP
William J. Foster, Esq.
2180 Boston Post Road
Larchmont, NY 10538

RE: Sea Port

Dear Mr. Foster:

Enclosed please find Invoice No. 969785 our bill for services rendered.

Please remit payment to Sobel & Co., LLC and forward to our firm administrator, Cindy Duffy in the enclosed envelope.

Please review same and if you have any questions and/or comments please feel free to contact me.

Very truly yours,

SOBEL & CO., LLC
Certified Public Accountants

Darryl S. Neier, Esq.
DARRYL S. NEIER

DN:vc
Enclosure

cc: Kieran Conlon, Esq.

Member of



An association of legally independent firms



293 EISENHOWER PARKWAY, SUITE 290
LIVINGSTON, NEW JERSEY 07039-1711
973-994-9494
FAX: 973-994-1571
www.sobel-cpa.com

12/27/2012

Invoice No. 969785

McMillan, Constabile, Maker & Perone, LLP
William J. Foster, Esq.
2180 Boston Post Road
Larchmont, NY 10538

Client No. 0239842

RE: Sea Port

| | | | | | | | |
|------------|------------|--|-------|------|----------|----|--------|
| 10/09/2012 | Consulting | Reach out to AP for K-1's. | Muniz | 0.50 | \$350.00 | \$ | 175.00 |
| 10/17/2012 | Consulting | Discussion with W. Foster. | Muniz | 0.50 | \$350.00 | | 175.00 |
| 10/24/2012 | Consulting | Discussion with W. Foster and e-mails to A. Povol. | Muniz | 1.00 | \$350.00 | | 350.00 |
| 11/14/2012 | Consulting | Discussions with W. Foster. | Muniz | 0.50 | \$350.00 | | 175.00 |
| 11/16/2012 | Consulting | Conference call. | Muniz | 1.00 | \$350.00 | | 350.00 |
| 11/16/2012 | Consulting | Review | Neier | 1.50 | \$380.00 | | 570.00 |
| 11/20/2012 | Consulting | E-mail to A. Povol and review of documents from K. Conlon. | Muniz | 1.00 | \$350.00 | | 350.00 |

Sobel & Co., LLC CPA

*McMillan, Constabile, Maker & Perone, LLP (See Por
Invoice No. 969785*

Page 2

12/06/2012 Consulting

Look over income allocations for
determination of how allocated. Summary
findings memo.

Muniz 2.00 \$350.00 700.00
12/10/2012 Consulting

Review operating agreement for national
membership interest and discussion with
WM.

Muniz 0.50 \$350.00 175.00

Total for Services \$ 3,020.00

Prior Invoice number 968273 \$4,565.53

Total Balance Due \$ 7,585.53

EXHIBIT D

Merolla, Todd

From: Merolla, Todd
Sent: Tuesday, October 01, 2013 9:24 AM
To: 'Valerie.Carroll@sobel-cpa.com'
Cc: 'bfoster@mcmplaw.com'; 'Kconlon@ryanconlon.com'; 'darryl.neier@sobel-cpa.com'
Subject: RE: McMillan Constabile Maker & Perone (Sea Port) Invoice 969785 12-27-12

We were expecting to see a complete billing history. Also, please confirm that your attachment is the last invoice sent (on 12/27/12), and also whether or not Mr. Foster or Mr. Meyer paid that invoice. Thanks.

A. Todd Merolla
Merolla & Gold, LLP
4828 Ashford Dunwoody Road
Second Floor
Atlanta, Georgia 30338

678-587-9500 (o)
678-587-9098 (f)
atm@merollagold.com

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From: Valerie Carroll [<mailto:Valerie.Carroll@sobel-cpa.com>]
Sent: Monday, September 30, 2013 9:35 AM
To: Merolla, Todd
Cc: bfoster@mcmplaw.com; Kconlon@ryanconlon.com
Subject: McMillan Constabile Maker & Perone (Sea Port) Invoice 969785 12-27-12

Dear Mr. Merolla,

Per Darryl Neier, please see attached our last invoice.

Sincerely,

Valerie Carroll

*Valerie Carroll
Sobel & Co., LLC
293 Eisenhower Parkway, Suite 290
Livingston, NJ 07039-1711
Telephone: 973-994-9494 Ext. 253
Fax: 973-994-1571*



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EXHIBIT E

Merolla, Todd

From: Merolla, Todd
Sent: Tuesday, October 01, 2013 9:36 AM
To: 'bfoster@mcmplaw.com'
Cc: 'Kieran Conlon'; 'smcmillan@mcmplaw.com'; 'tconstabile@mcmplaw.com'; 'wmaker@mcmplaw.com'; 'mamk539@gmail.com'
Subject: FW: The Seaport Group LLC / Doscher
Attachments: Letter to D. Neier, 9-30-13.pdf

Bill:

You have yet to deliver the release requested by Sobel & Co., repeated in Darryl's e-mail to us last Friday afternoon. Mr. Blum's e-mail and letter attached are inconsequential to what we request. This is not a "non-party discovery" matter for FINRA. This is a matter of contract and fiduciary duty. You and your firm owe Drew certain duties and obligations in connection with the April 3, 2012 engagement letter. Please deliver the requested release to Mr. Neier by 2pm today. We will not ask you again.

A. Todd Merolla
Merolla & Gold, LLP
4828 Ashford Dunwoody Road
Second Floor
Atlanta, Georgia 30338

678-587-9500 (o)
678-587-9098 (f)
atm@merollagold.com

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From: Gottesman, Sarah [<mailto:SGG@manatt.com>]
Sent: Monday, September 30, 2013 11:10 AM
To: 'DarrylN@sobel-cpa.com'
Cc: 'KConlon@ryanconlon.com'; 'bfoster@mcmplaw.com'; Merolla, Todd; Blum, Ronald G.
Subject: The Seaport Group LLC / Doscher

Sent on behalf of Ronald G. Blum, Esq.

Sarah Gottesman
Secretary to Ronald G. Blum,

Eli R. Mattioli, Thomas C. Morrison
and Anthony J. Staltari
Manatt, Phelps & Phillips, LLP
7 Times Square
New York, NY 10036
212.790.4500
sgottesman@manatt.com

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EXHIBIT F

From: Steve Dudowitz
Sent: Friday, July 26, 2013 1:31 PM
To: Mike Meagher
Subject: FW: CDW - Summary

Mike

Below you have the spends since 2002 and attached the actual break out of what was bot

SD

| | |
|------|---------------------|
| 2002 | 18,217.72 |
| 2003 | 63,373.84 |
| 2004 | 60,283.88 |
| 2005 | 87,730.21 |
| 2006 | 112,064.42 |
| 2007 | 150,531.89 |
| 2008 | 221,603.23 |
| 2009 | 479,117.80 |
| 2010 | 1,081,891.66 |
| 2011 | 474,346.63 |
| 2012 | 353,625.32 |
| 2013 | 385,291.83 |
| | <u>3,488,078.43</u> |

| Order Date | Purchased By | Invoice # | CDW # | NFG # | Category | Subcategory | Part Description | Qty | Price | Ext Price | Subtotal | Ship Cost | Sales Tax | Grand Total |
|------------|----------------|-----------|---------|---------------|---------------------------------------|------------------------|---|-----|------------|-------------|----------|-----------|-----------|-------------|
| 12/13/2010 | FELIX LANOS | VWV0009 | 2166418 | 210003003875 | Computers | Notebook Computers | BT0 Apple MDP 13in 2.66 500GB 4GB SD | 1 | \$7,766.11 | \$21,085.99 | \$0.00 | \$21,294 | \$0.00 | \$21,294.53 |
| 12/20/2010 | EFRAIN MORALES | VWV0009 | 2165199 | MC246L6/LB | 3rd Party Delivered Services | Warranties - Part & TV | AppleCare Protection Plan for Macbook/Air/Macbook Pro 13.3-year | 1 | \$2,499.00 | \$2,499.00 | \$0.00 | \$21,294 | \$0.00 | \$21,294.53 |
| 12/20/2010 | DAVE LEVESQUE | VWV0516 | 1225071 | C55 | Media & Accessories | Tablet & Table Pcs | FUJIFILM LTD-10 Lithium X-1 400-0.8 - storage media | 40 | \$130.00 | \$1,423.55 | \$0.00 | \$126.32 | \$0.00 | \$1,423.55 |
| 12/16/2010 | EFRAIN MORALES | VWV0009 | 2035496 | MC246L7/A | Tablet & Table Pcs | Tablet/Smartphone | Apple iPad 3G with WiFi + 3G 4GB | 1 | \$181.34 | \$181.34 | \$0.00 | \$207.44 | \$0.00 | \$21,545.93 |
| 12/16/2010 | EFRAIN MORALES | VWV0009 | 2185275 | MC3732M/B | Notebook Carrying Cases & Accessories | Tablet/Smartphone | Apple iPad 3G with WiFi + 3G 4GB | 1 | \$40.97 | \$40.97 | \$0.00 | \$207.44 | \$0.00 | \$21,545.03 |
| 12/16/2010 | EFRAIN MORALES | VWV0009 | 2185275 | MC3734L/A | Computers | Tablet/Smartphone | Apple iPad 3G with WiFi + 3G 4GB | 1 | \$187.10 | \$187.10 | \$0.00 | \$207.44 | \$0.00 | \$21,545.03 |
| 12/16/2010 | EFRAIN MORALES | VWV0009 | 2166259 | MC246L6/LB | 3rd Party Delivered Services | Warranties - Part & TV | AppleCare Protection Plan for Macbook/Air/Macbook Pro 13.3-year | 1 | \$2,499.00 | \$2,499.00 | \$0.00 | \$207.44 | \$0.00 | \$21,545.03 |
| 12/15/2010 | EFRAIN MORALES | VWV0009 | 2166418 | C55 | Collaboration & IP Telephony | Headsets | Plantronics CS555 Wireless Office Headset System | 1 | \$207.81 | \$207.81 | \$0.00 | \$21.69 | \$0.00 | \$206.16 |
| 12/13/2010 | EFRAIN MORALES | VWV0009 | 2173460 | XB050UABA | Computers | Notebook Computers | HP G42-323NR - Turion II P5020 3.2 GHz 14" TFT | 1 | \$634.92 | \$634.92 | \$0.00 | \$75.59 | \$0.00 | \$706.53 |
| 12/13/2010 | EFRAIN MORALES | VWV0009 | 2175162 | C55 | Collaboration & IP Telephony | Headsets | Plantronics CS555 Wireless Office Headset System | 2 | \$207.81 | \$454.62 | \$0.00 | \$94.49 | \$0.00 | \$465.57 |
| 12/13/2010 | DAVE LEVESQUE | VWV0009 | 1225171 | NP2276HABA | Computers | Notebook Computers | HP 6555S Notebook | 1 | \$621.16 | \$621.16 | \$0.00 | \$56.40 | \$0.00 | \$681.78 |
| 12/12/2010 | FELIX LANOS | VWV0009 | 2171651 | K31317 | Headphones/Earphones & Accessories | Headphones | Kensington KF1 Headphones - headphones | 6 | \$11.83 | \$70.98 | \$0.00 | \$7.11 | \$0.00 | \$87.34 |
| 12/12/2010 | FELIX LANOS | VWV0009 | 2158729 | MC46L6 | Audio/Video Cable Products | Audio/Video Cables | IOGEAR iPhone / iPod audio / video / data cable with power adapter - compos | 4 | \$154.88 | \$615.56 | \$0.00 | \$14.62 | \$0.00 | \$631.56 |
| 12/12/2010 | DAVE LEVESQUE | VWV0009 | 2035495 | MC46L6 | Tablets & Tablet PCs | Tablets | Apple iPad 3G with WiFi + 3G 32GB | 2 | \$720.00 | \$1,448.40 | \$0.00 | \$126.56 | \$0.00 | \$1,576.96 |
| 11/29/2010 | DAVE LEVESQUE | VWV0334 | 1012144 | G4SK-QUAD-BF | Video Cards & Imaging | Tablets | Naxat Multi-Monitor Series G50 X4 | 1 | \$672.49 | \$672.49 | \$0.00 | \$43.71 | \$0.00 | \$716.20 |
| 11/29/2010 | DAVE LEVESQUE | VWV0334 | 11484 | Z | Do Not Use | Tablets | ADVANCED ORDER REPLACE G50 X4 | 1 | \$672.49 | \$672.49 | \$0.00 | \$43.71 | \$0.00 | \$716.20 |
| 11/29/2010 | DAVE LEVESQUE | VWV0334 | 1785663 | A31791-06-BLU | Networking Cables | Tablets | Belkin 12 CAT5e or CAT5 Rj45 Patch Cable Blue | 25 | \$10.50 | \$10.50 | \$0.00 | \$8.88 | \$0.00 | \$478.25 |
| 11/29/2010 | DAVE LEVESQUE | VWV0334 | 219546 | A31791-12-BLU | Networking Cables | Tablets | Belkin 12 CAT5e or CAT5 Rj45 Patch Cable Blue | 10 | \$6.22 | \$459.27 | \$0.00 | \$58.98 | \$0.00 | \$478.25 |
| 11/29/2010 | DAVE LEVESQUE | VWV0334 | 219546 | A31791-25-BLU | Networking Cables | Tablets | Belkin 12 CAT5e or CAT5 Rj45 Patch Cable Blue | 10 | \$9.25 | \$92.50 | \$0.00 | \$8.98 | \$0.00 | \$98.98 |
| 11/29/2010 | DAVE LEVESQUE | VWV0334 | 219546 | C55 | Networking Cables | Tablets | Category 5 TP Cables (Ethernet) | 10 | \$16.50 | \$160.50 | \$0.00 | \$43.97 | \$0.00 | \$247.45 |
| 11/29/2010 | DAVE LEVESQUE | VWV0334 | 219546 | C55 | Networking Cables | Tablets | Power Cables - Key & splitter Cables | 5 | \$28.44 | \$142.00 | \$0.00 | \$19.48 | \$0.00 | \$239.00 |
| 11/29/2010 | DAVE LEVESQUE | VWV0334 | 219546 | C55 | Networking Cables | Tablets | HP Deskjet & Keyboard & Mouse | 1 | \$23.76 | \$23.76 | \$0.00 | \$19.48 | \$0.00 | \$43.24 |
| 11/29/2010 | DAVE LEVESQUE | VWV0334 | 219546 | C55 | Networking Cables | Tablets | TOK DND R-4.7 GHz Storage Media 100 Pack | 2 | \$25.00 | \$50.00 | \$0.00 | \$25.00 | \$0.00 | \$90.50 |
| 11/29/2010 | DAVE LEVESQUE | VWV0334 | 219546 | C55 | Networking Cables | Tablets | Other/Defender Case for smartphone | 1 | \$92.06 | \$92.06 | \$0.00 | \$12.49 | \$0.00 | \$104.55 |
| 11/29/2010 | DAVE LEVESQUE | VWV0334 | 219546 | C55 | Networking Cables | Tablets | HP Workstation Z200 - Core i5 3.0 2.93 GHz | 1 | \$1,498.30 | \$1,498.30 | \$0.00 | \$161.69 | \$0.00 | \$1,660.00 |
| 11/29/2010 | DAVE LEVESQUE | VWV0334 | 219546 | C55 | Networking Cables | Tablets | NEC Multisync EA190W 19" LCD | 2 | \$148.26 | \$148.26 | \$0.00 | \$14.47 | \$0.00 | \$162.73 |
| 11/29/2010 | DAVE LEVESQUE | VWV0334 | 219546 | C55 | Networking Cables | Tablets | Plantronics CS555 Wireless Office Headset System | 1 | \$207.81 | \$207.81 | \$0.00 | \$31.41 | \$0.00 | \$239.22 |
| 11/29/2010 | DAVE LEVESQUE | VWV0334 | 219546 | C55 | Networking Cables | Tablets | HP power cable | 1 | \$208.00 | \$208.00 | \$0.00 | \$43.31 | \$0.00 | \$251.49 |
| 11/29/2010 | DAVE LEVESQUE | VWV0334 | 219546 | C55 | Networking Cables | Tablets | NEC Multisync EA190W 19" LCD | 1 | \$130.80 | \$130.80 | \$0.00 | \$13.90 | \$0.00 | \$144.70 |
| 11/29/2010 | DAVE LEVESQUE | VWV0334 | 219546 | C55 | Networking Cables | Tablets | Marco M9140 Video Card | 1 | \$561.80 | \$561.80 | \$0.00 | \$135.90 | \$0.00 | \$707.70 |
| 11/29/2010 | DAVE LEVESQUE | VWV0334 | 219546 | C55 | Networking Cables | Tablets | Targus Skins | 1 | \$90.00 | \$90.00 | \$0.00 | \$20.00 | \$0.00 | \$110.00 |
| 11/29/2010 | DAVE LEVESQUE | VWV0334 | 219546 | C55 | Networking Cables | Tablets | IOGEAR iPhone / iPod audio / video / data cable with power adapter - compos | 1 | \$18.72 | \$18.72 | \$0.00 | \$1.20 | \$0.00 | \$20.00 |
| 11/29/2010 | DAVE LEVESQUE | VWV0334 | 219546 | C55 | Networking Cables | Tablets | BLU Creative 11.1" 3D multimedia speaker system | 1 | \$131.99 | \$131.99 | \$0.00 | \$15.00 | \$0.00 | \$147.00 |
| 11/29/2010 | DAVE LEVESQUE | VWV0334 | 219546 | C55 | Networking Cables | Tablets | Apple iPad Dock Connector to VGA Adapter | 1 | \$138.00 | \$138.00 | \$0.00 | \$25.00 | \$0.00 | \$163.00 |
| 11/29/2010 | DAVE LEVESQUE | VWV0334 | 219546 | C55 | Networking Cables | Tablets | Marco M9140 Video Card | 1 | \$130.80 | \$130.80 | \$0.00 | \$13.90 | \$0.00 | \$144.70 |
| 11/29/2010 | DAVE LEVESQUE | VWV0334 | 219546 | C55 | Networking Cables | Tablets | Targus Skins | 1 | \$127.59 | \$127.59 | \$0.00 | \$12.00 | \$0.00 | \$139.59 |
| 11/29/2010 | DAVE LEVESQUE | VWV0334 | 219546 | C55 | Networking Cables | Tablets | ABC Surf Arrest Performance - surge suppressor | 6 | \$112.11 | \$112.11 | \$0.00 | \$10.00 | \$0.00 | \$122.11 |
| 11/29/2010 | DAVE LEVESQUE | VWV0334 | 219546 | C55 | Networking Cables | Tablets | Targus Skins | 1 | \$127.59 | \$127.59 | \$0.00 | \$12.00 | \$0.00 | \$139.59 |
| 11/29/2010 | DAVE LEVESQUE | VWV0334 | 219546 | C55 | Networking Cables | Tablets | GH NTW SRV MONITOR W/21 SMA 25-495 | 25 | \$18.72 | \$18.72 | \$0.00 | \$1.20 | \$0.00 | \$20.00 |
| 11/29/2010 | DAVE LEVESQUE | VWV0334 | 219546 | C55 | Networking Cables | Tablets | Apple iPad 3 with WiFi + 3G 4GB | 1 | \$131.99 | \$131.99 | \$0.00 | \$15.00 | \$0.00 | \$147.00 |
| 11/29/2010 | DAVE LEVESQUE | VWV0334 | 219546 | C55 | Networking Cables | Tablets | HP 110 Litter | 1 | \$130.80 | \$130.80 | \$0.00 | \$25.00 | \$0.00 | \$155.80 |
| 11/29/2010 | DAVE LEVESQUE | VWV0334 | 219546 | C55 | Networking Cables | Tablets | NEC Multisync EA190W 19" LCD | 1 | \$130.80 | \$130.80 | \$0.00 | \$13.90 | \$0.00 | \$144.70 |
| 11/29/2010 | DAVE LEVESQUE | VWV0334 | 219546 | C55 | Networking Cables | Tablets | Marco M9140 Video Card | 1 | \$130.80 | \$130.80 | \$0.00 | \$13.90 | \$0.00 | \$144.70 |
| 11/29/2010 | DAVE LEVESQUE | VWV0334 | 219546 | C55 | Networking Cables | Tablets | Targus Skins | 1 | \$127.59 | \$127.59 | \$0.00 | \$12.00 | \$0.00 | \$139.59 |
| 11/29/2010 | DAVE LEVESQUE | VWV0334 | 219546 | C55 | Networking Cables | Tablets | IOGEAR iPhone / iPod audio / video / data cable with power adapter - compos | 1 | \$18.72 | \$18.72 | \$0.00 | \$1.20 | \$0.00 | \$20.00 |
| 11/29/2010 | DAVE LEVESQUE | VWV0334 | 219546 | C55 | Networking Cables | Tablets | BLU Creative 11.1" 3D multimedia speaker system | 1 | \$131.99 | \$131.99 | \$0.00 | \$15.00 | \$0.00 | \$147.00 |
| 11/29/2010 | DAVE LEVESQUE | VWV0334 | 219546 | C55 | Networking Cables | Tablets | Apple iPad Dock Connector to VGA Adapter | 1 | \$138.00 | \$138.00 | \$0.00 | \$25.00 | \$0.00 | \$163.00 |
| 11/29/2010 | DAVE LEVESQUE | VWV0334 | 219546 | C55 | Networking Cables | Tablets | Marco M9140 Video Card | 1 | \$130.80 | \$130.80 | \$0.00 | \$13.90 | \$0.00 | \$144.70 |
| 11/29/2010 | DAVE LEVESQUE | VWV0334 | 219546 | C55 | Networking Cables | Tablets | Targus Skins | 1 | \$127.59 | \$127.59 | \$0.00 | \$12.00 | \$0.00 | \$139.59 |
| 11/29/2010 | DAVE LEVESQUE | VWV0334 | 219546 | C55 | Networking Cables | Tablets | ABC Surf Arrest Performance - surge suppressor | 6 | \$112.11 | \$112.11 | \$0.00 | \$10.00 | \$0.00 | \$122.11 |
| 11/29/2010 | DAVE LEVESQUE | VWV0334 | 219546 | C55 | Networking Cables | Tablets | HP Proline 650 G7 - base - hard drive - 146 GB - SAS-2 | 1 | \$244.90 | \$244.90 | \$0.00 | \$37.95 | \$0.00 | \$282.85 |
| 11/29/2010 | DAVE LEVESQUE | VWV0334 | 219546 | C55 | Networking Cables | Tablets | HP Proline 650 G7 - base - hard drive - 146 GB - SAS-2 | 2 | \$141.03 | \$246.06 | \$0.00 | \$46.87 | \$0.00 | \$335.90 |
| 11/29/2010 | DAVE LEVESQUE | VWV0334 | 219546 | C55 | Networking Cables | Tablets | HP Proline 650 G7 - base - hard drive - 146 GB - SAS-2 | 5 | \$134.29 | \$246.87 | \$0.00 | \$57.64 | \$0.00 | \$352.00 |
| 11/29/2010 | DAVE LEVESQUE | VWV0334 | 219546 | C55 | Networking Cables | Tablets | HP Proline 650 G7 - base - hard drive - 146 GB - SAS-2 | 1 | \$134.29 | \$246.87 | \$0.00 | \$57.64 | \$0.00 | \$352.00 |
| 11/29/2010 | DAVE LEVESQUE | VWV0334 | 219546 | C55 | Networking Cables | Tablets | HP Proline 650 G7 - base - hard drive - 146 GB - SAS-2 | 3 | \$134.29 | \$246.87 | \$0.00 | \$57.64 | \$0.00 | \$352.00 |
| 11/29/2010 | DAVE LEVESQUE | VWV0334 | 219546 | C55 | Networking Cables | Tablets | HP Proline 650 G7 - base - hard drive - 146 GB - SAS-2 | 6 | \$134.29 | \$246.87 | \$0.00 | \$57.64 | \$0.00 | \$352.00 |
| 11/29/2010 | DAVE LEVESQUE | VWV0334 | 219546 | C55 | Networking Cables | Tablets | HP Proline 650 G7 - base - hard drive - 146 GB - SAS-2 | 1 | \$134.29 | \$246.87 | \$0.00 | \$57.64 | \$0.00 | \$352.00 |
| 11/29/2010 | DAVE LEVESQUE | VWV0334 | 219546 | C55 | Networking Cables | Tablets | HP Proline 650 G7 - base - hard drive - 146 GB - SAS-2 | 1 | \$134.29 | \$246.87 | \$0.00 | \$57.64 | \$0.00 | \$352.00 |
| 11/29/2010 | DAVE LEVESQUE | VWV0334 | 219546 | C55 | Networking Cables | Tablets | HP Proline 650 G7 - base - hard drive - 146 GB - SAS-2 | 1 | \$134.29 | \$246.87 | \$0.00 | \$57.64 | \$0.00 | \$352.00 |
| 11/29/2010 | DAVE LEVESQUE | VWV0334 | 219546 | C55 | Networking Cables | Tablets | HP Proline 650 G7 - base - hard drive - 146 GB - SAS-2 | 1 | \$134.29 | \$246.87 | \$0.00 | \$57.64 | \$0.00 | \$352.00 |
| 11/29/2010 | DAVE LEVESQUE | VWV0334 | 219546 | C55 | Networking Cables | Tablets | HP Proline 650 G7 - base - hard drive - 146 GB - SAS-2 | 1 | \$134.29 | \$246.87 | \$0.00 | \$57.64 | \$0.00 | \$352.00 |
| 11/29/2010 | DAVE LEVESQUE | VWV0334 | 219546 | C55 | Networking Cables | Tablets | HP Proline 650 G7 - base - hard drive - 146 GB - SAS-2 | 1 | \$134.29 | \$246.87 | \$0.00 | \$57.64 | \$0.00 | \$352.00 |
| 11/29/2010 | DAVE LEVESQUE | VWV0334 | 219546 | C55 | Networking Cables | Tablets | HP Proline 650 G7 - base - hard drive - 146 GB - SAS-2 | 1 | \$134.29 | \$246.87 | \$0.00 | \$57.64 | \$0.00 | \$352.00 |
| 11/29/2010 | DAVE LEVESQUE | VWV0334 | 219546 | C55 | Networking Cables | Tablets | HP Proline 650 G7 - base - hard drive - 146 GB - SAS-2 | 1 | \$134.29 | \$246.87 | \$0.00 | \$57.64 | \$0.00 | \$352.00 |
| 11/29/2010 | DAVE LEVESQUE | VWV0334 | 219546 | C55 | Networking Cables | Tablets | HP Proline 650 G7 - base - hard drive - 146 GB - SAS-2 | 1 | \$134.29 | \$246.87 | \$0.00 | \$57.64 | \$0.00 | \$352.00 |
| 11/29/2010 | DAVE LEVESQUE | VWV0334 | 219546 | C55 | Networking Cables | Tablets | HP Proline 650 G7 - base - hard drive - 146 GB - SAS-2 | 1 | \$134.29 | \$246.87 | \$0.00 | \$57.64 | \$0.00 | \$352.00 |
| 11/29/2010 | DAVE LEVESQUE | VWV0334 | 219546 | C55 | Networking Cables | Tablets | HP Proline 650 G7 - base - hard drive - 146 GB - SAS-2 | 1 | \$134.29</ | | | | | |

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|-----------|----------------|---------|------------------------|-----------------------------------|--|----------|
| 8/11/2010 | FEUX LLANOS | TNW069 | S22235 PT-1400 | Thermal Printers | Label Printers | \$169.61 |
| 8/9/2010 | FEUX LLANOS | TNW069 | S22235 PT-1400 | Printer Paper & Media | Label Maker Tape | \$12.93 |
| 8/9/2010 | FEUX LLANOS | TNW0512 | S22235 PT-1400 | Thermal Printers | Label Printers | \$158.56 |
| 8/9/2010 | FEUX LLANOS | TNW0512 | S22235 PT-1400 | Printer Paper & Media | Label Maker Tape | \$12.93 |
| 8/9/2010 | FEUX LLANOS | TNW0512 | S22235 PT-1400 | Hard Drives | Enterprise Hard Drives | \$158.56 |
| 8/9/2010 | DAVE LEVESQUE | TWV4700 | 507127-821 | Monitors & Projectors | LCD Monitors | \$1.90 |
| 8/6/2010 | IVAN BAEZ | TM54326 | 1846382 6A1360W-BK | Mounts & Carts | Computer Stands & Carts | \$158.56 |
| 8/6/2010 | IVAN BAEZ | TM54326 | 1210147 35-322-200 | Handheld Devices & Accessories | Handheld Device Accessories | \$158.56 |
| 8/6/2010 | FEUX LLANOS | TM54326 | 2039550 MC6521H/A | Handheld Devices & Accessories | Handheld Device Accessories | \$158.56 |
| 8/6/2010 | FEUX LLANOS | TM54326 | 1057505 MC3612W/A | Surge Protectors | Power Strips/ Surge Suppressors | \$158.56 |
| 8/6/2010 | IVAN BAEZ | TM54326 | 1423407 P11V73 | Monitor, Display & TV Accessories | Privacy & Anti- glare filters | \$158.56 |
| 8/6/2010 | IVAN BAEZ | TM54326 | 644233 PT100 | MP3 Players & Accessories | MP3 Power Adapter - power adapter | \$158.56 |
| 8/6/2010 | IVAN BAEZ | TM54326 | 1578397 507127-820 | Computers | HP Camera Elite 8100 - Core i3 650 3.2 GHz | \$158.56 |
| 8/3/2010 | CRAG LITCHMORE | TL5474 | 1953579 A1024T | CDW Delivered Services | HP memory 2 GB - DIMM 240pin - DDR3 | \$158.56 |
| 8/3/2010 | CRAG LITCHMORE | TL5474 | 170563 91803200 | CDW Delivered Services | CDW HARDWARE INSTALL FOR DESKTOP/NOTEBOOK/PRINTER | \$158.56 |
| 8/3/2010 | CRAG LITCHMORE | TL5474 | 1625768 1063100 | CDW Delivered Services | CGI SC1CASE 150 MHz Snagless Patch Cable - Blue | \$158.56 |
| 8/3/2010 | CRAG LITCHMORE | TL5474 | 1124528 | Networking Cables | APC SurgeArrest Performance - surge suppressor | \$158.56 |
| 8/3/2010 | CRAG LITCHMORE | TL5474 | 1423407 P11V73 | Surge Suppressors | APC SurgeArrest Performance - Surge Suppressors | \$158.56 |
| 8/3/2010 | CRAG LITCHMORE | TL5474 | 5519835 C557/H/110 | Headsets | Plantronics CS55 - Headset - with Plantronics H110 | \$158.56 |
| 8/2/2010 | FEUX LLANOS | TL1351 | 1742670 T17611 | Computers | AT&T DECT 6.0 DIGITAL Cordless with Handset Lifter | \$158.56 |
| 8/2/2010 | EFRAIN MORALES | TN8343 | 1985529 F1975/TABA | Network Interface Adapters (NIC) | HP Netstation 2000 - Core i3 550 2.3 GHz | \$158.56 |
| 8/2/2010 | EFRAIN MORALES | TN8343 | 568872 5A51HNA | Video Cards & Imaging | Matrix M8340 Video Card | \$158.56 |
| 8/2/2010 | EFRAIN MORALES | TN8343 | 1526886 109140-E512LAF | CDW Delivered Services | CDW HARDWARE INSTALL FOR DESKTOP/NOTEBOOK/PRINTER | \$158.56 |
| 8/2/2010 | EFRAIN MORALES | TN8343 | 1706189 91803200 | CDW Delivered Services | CDW Internal Custom Created Image on Desktop or Notebook System | \$158.56 |
| 8/2/2010 | EFRAIN MORALES | TN8343 | 1625768 C557/H/110 | CDW Delivered Services | HP memory 2 GB - DIMM 240pin - DDR3 | \$158.56 |
| 8/2/2010 | EFRAIN MORALES | TN8343 | 1625768 C557/H/110 | Collaboration & IP Telephony | CDW INTERNAL PRIORITY SERVICE | \$158.56 |
| 8/2/2010 | EFRAIN MORALES | TN8343 | 1625768 C557/H/110 | Collaboration & IP Telephony | Plantronics CS55 - Headset - with Plantronics H110 | \$158.56 |
| 8/2/2010 | EFRAIN MORALES | TN8343 | 1625768 C557/H/110 | Collaboration & IP Telephony | HP Wireless 802.11b/g/n/Bluetooth Adapter | \$158.56 |
| 8/2/2010 | EFRAIN MORALES | TN8343 | 1625768 C557/H/110 | Collaboration & IP Telephony | Fujitsu I5110C Scanner | \$158.56 |
| 8/2/2010 | EFRAIN MORALES | TN8343 | 1625768 C557/H/110 | Collaboration & IP Telephony | CDW 10 ft High Speed USB 2.0 Cable | \$158.56 |
| 8/2/2010 | EFRAIN MORALES | TN8343 | 1625768 C557/H/110 | Computers | Apilear A Machbox® Pro 13-inch Glossy/Intel® Core™ i2 Duo 2.4GHz | \$158.56 |
| 8/2/2010 | EFRAIN MORALES | TN8343 | 1625768 C557/H/110 | Computers | Apilear A Protection Plan M/M/B/M/B Pro | \$158.56 |
| 8/2/2010 | EFRAIN MORALES | TN8343 | 1625768 C557/H/110 | Computers | APC Smart-UPS 1500VA UPS and Serial RM 2U 120V | \$158.56 |
| 8/2/2010 | EFRAIN MORALES | TN8343 | 1625768 C557/H/110 | CDW Delivered Services | HP E5510-24G Switch | \$158.56 |
| 7/26/2010 | EFRAIN MORALES | TF2026 | 1870302 109140-E512LAF | CDW Delivered Services | CDW 10 ft High Speed USB 2.0 Cable | \$158.56 |
| 7/26/2010 | EFRAIN MORALES | TF2026 | 1870302 109140-E512LAF | CDW Delivered Services | CDW Internal Custom Created Image on Desktop or Notebook System | \$158.56 |
| 7/26/2010 | EFRAIN MORALES | TF2026 | 1870302 109140-E512LAF | CDW Delivered Services | HP memory 2 GB - DIMM 240pin - DDR3 | \$158.56 |
| 7/26/2010 | EFRAIN MORALES | TF2026 | 1870302 109140-E512LAF | CDW Delivered Services | CDW INTERNAL PRIORITY SERVICE | \$158.56 |
| 7/26/2010 | EFRAIN MORALES | TF2026 | 1870302 109140-E512LAF | CDW Delivered Services | HP Wireless 802.11b/g/n/Bluetooth Adapter | \$158.56 |
| 7/26/2010 | EFRAIN MORALES | TF2026 | 1870302 109140-E512LAF | CDW Delivered Services | Fujitsu I5110C Scanner | \$158.56 |
| 7/26/2010 | EFRAIN MORALES | TF2026 | 1870302 109140-E512LAF | CDW Delivered Services | CDW 10 ft High Speed USB 2.0 Cable | \$158.56 |
| 7/26/2010 | EFRAIN MORALES | TF2026 | 1870302 109140-E512LAF | CDW Delivered Services | Apilear A Machbox® Pro 13-inch Glossy/Intel® Core™ i2 Duo 2.4GHz | \$158.56 |
| 7/26/2010 | EFRAIN MORALES | TF2026 | 1870302 109140-E512LAF | CDW Delivered Services | Apilear A Protection Plan M/M/B/M/B Pro | \$158.56 |
| 7/26/2010 | EFRAIN MORALES | TF2026 | 1870302 109140-E512LAF | CDW Delivered Services | APC Smart-UPS 1500VA UPS and Serial RM 2U 120V | \$158.56 |
| 7/26/2010 | EFRAIN MORALES | TF2026 | 1870302 109140-E512LAF | CDW Delivered Services | HP E5510-24G Switch | \$158.56 |
| 7/21/2010 | FEUX LLANOS | TDS94 | 1505521 91973A900ABA | Ethernet Switches | Fixed (Managed) Switches | \$158.56 |
| 7/21/2010 | FEUX LLANOS | TDS94 | 183693 T2221 | Printer Paper & Media | Label Maker Tape | \$158.56 |
| 7/21/2010 | FEUX LLANOS | TDS94 | 84167 91803200 | Computer Accessories | Label Printers | \$158.56 |
| 7/19/2010 | FEUX LLANOS | TFV2026 | 1625768 C557/H/110 | Computer Accessories | Label Printers | \$158.56 |
| 7/19/2010 | FEUX LLANOS | TFV2026 | 1625768 C557/H/110 | Collaboration & IP Telephony | Plantronics CS55 - Headset - with Plantronics H110 | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1212672 C570/H/110 | Computers | Plantronics CS70 - Headset with H110 Lifter | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 4654958 SUA150RMJAU | CDW Delivered Services | APC Smart-UPS 1500VA UPS and Serial RM 2U 120V | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | HP Proliant DL360 G7 Base - Xeon E5620 2.66 GHz - Monitor : none | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | HP Dual Port Enterprise - Hard Drive - 72 GB - SAS-2 | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | HP Dual Port Enterprise - Hard Drive - 300 GB - SAS-2 | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | HP Common 1Gb/s Ethernet - Serial ATA - Power supply - hot-plug - 450 Watt | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | HP DVD-RW Drive - Serial ATA | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | Intel Xeon E5540 2.66 GHz Processor | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | CDW HARDWARE INSTALL FOR SERVER | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | CDW INTERNAL PRIORITY SERVICE | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | HP Color LaserJet CP4025 Black Toner Cartridge | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | HP P4015DN Single Phase Enduro 160 Power Supplies and 10 Fans w/16 Inlet | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | Cisco Catalyst 3560 Switch 8/48 - switch - 16 ports - managed - plug-in | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | Brocade 8Gb SAN Switch 8/48 - switch - 24 ports - plug-in module | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | HP Proliant BL460 G6 - Xeon E5540 2.66 GHz | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | HP memory 2 GB - DIMM 240pin - DDR3 | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | Intel Xeon E5560 2.66 GHz Processor | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | Enterprise Hard Drives | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | Ethernet Adapters | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | Firewall Channel Switches | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | x86 Based Servers | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | Memory | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | Add-in Processors (CPU) | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | Hard Drives | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | Enterprise Hard Drives - Hard Drive - 72 GB - SAS | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | HP NC3720 PCI Express Dual Multifunction Gigabit Server Adapter - new | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | Cisco Catalyst 3560 Switch 8/48 - switch - 16 ports - managed - plug-in | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | Brocade 8Gb SAN Switch 8/48 - switch - 24 ports - plug-in module | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | HP Proliant BL460 G6 - Xeon E5540 2.66 GHz | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | HP memory 2 GB - DIMM 240pin - DDR3 | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | Intel Xeon E5560 2.66 GHz Processor | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | Enterprise Hard Drives | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | Ethernet Adapters | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | Firewall Channel Switches | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | x86 Based Servers | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | Memory | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | Add-in Processors (CPU) | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | Hard Drives | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | Enterprise Hard Drives - Hard Drive - 72 GB - SAS | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | HP NC3720 PCI Express Dual Multifunction Gigabit Server Adapter - new | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | Cisco Catalyst 3560 Switch 8/48 - switch - 16 ports - managed - plug-in | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | Brocade 8Gb SAN Switch 8/48 - switch - 24 ports - plug-in module | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | HP Proliant BL460 G6 - Xeon E5540 2.66 GHz | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | HP memory 2 GB - DIMM 240pin - DDR3 | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | Intel Xeon E5560 2.66 GHz Processor | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | Enterprise Hard Drives | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | Ethernet Adapters | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | Firewall Channel Switches | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | x86 Based Servers | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | Memory | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | Add-in Processors (CPU) | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | Hard Drives | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | Enterprise Hard Drives - Hard Drive - 72 GB - SAS | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | HP NC3720 PCI Express Dual Multifunction Gigabit Server Adapter - new | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | Cisco Catalyst 3560 Switch 8/48 - switch - 16 ports - managed - plug-in | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | Brocade 8Gb SAN Switch 8/48 - switch - 24 ports - plug-in module | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | HP Proliant BL460 G6 - Xeon E5540 2.66 GHz | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | HP memory 2 GB - DIMM 240pin - DDR3 | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | Intel Xeon E5560 2.66 GHz Processor | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | Enterprise Hard Drives | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV2026 | 1723767 5A93867-001 | CDW Delivered Services | Ethernet Adapters | \$158.56 |
| 7/15/2010 | DAVE LEVESQUE | TFV202 | | | | |

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|---------------|---------|--------------------------|----------------------------------|---|----|------------|------------|-------------|----------|-------------|-------------|
| RAVE LEVESQUE | TFGS870 | 1539370 SRSHLF4PHD | Rack Mounting Equipment | Tripp Lite Rack Enclosure Cabinet Heavy Duty Fixed Shelf 250lb Capacity | 2 | \$174.70 | \$9,984.03 | \$0.00 | \$988.74 | \$10,782.77 | |
| RAVE LEVESQUE | TFGS870 | 1136678 PDUH115 | Surge Suppressors | Tripp Lite PDU Metered 120V 15A 15x 13 Outlets 5-15P Horizontal 1U RM | 1 | \$89.15 | \$89.15 | \$9,984.08 | \$0.00 | \$988.74 | \$10,782.77 |
| RAVE LEVESQUE | TFGS870 | 1785663 A31791-056-BLU | Networking Cables | Belden 61 CAT5e or CAT5 Rj45 Patch Cable Blue | 12 | \$4.48 | \$53.76 | \$9,984.08 | \$0.00 | \$988.74 | \$10,782.77 |
| RAVE LEVESQUE | TFGS870 | 3411093 A31791-021-BLU-S | Networking Cables | Belden 1 CAT5e or CAT5e Shielded Rj45 Patch Cable Blue | 25 | \$4.39 | \$109.75 | \$9,984.08 | \$0.00 | \$988.74 | \$10,782.77 |
| RAVE LEVESQUE | TFGS870 | 1852505 791-15X-BLU-S | Networking Cables | Belden 1 CAT5e or CAT5 Shielded Rj45 Patch Cable White | 1 | \$91.03 | \$91.03 | \$9,984.08 | \$0.00 | \$988.74 | \$10,782.77 |
| RAVE LEVESQUE | TFGS870 | 2026579 LM465201P12A | Networking Cables | Samsung C550 16" HDTV (S1019.99 - \$50 CDW Savings) (Trade Compliant) | 1 | \$910.61 | \$910.61 | \$9,984.08 | \$0.00 | \$988.74 | \$10,782.77 |
| RAVE LEVESQUE | TFGS870 | 1844078 6A1-603-003 | Mounts & Carts | Ergotron LX Tiling Wall Mount - mounting kit | 1 | \$84.85 | \$84.85 | \$9,984.08 | \$0.00 | \$988.74 | \$10,782.77 |
| RAVE LEVESQUE | TFGS870 | 741116 A31791-14A-WH1-S | Mounts & Carts | Belden 14" Tilt & Tilt/Swivel Rj45 Patch Cable White | 12 | \$4.43 | \$57.16 | \$9,984.08 | \$0.00 | \$988.74 | \$10,782.77 |
| RAVE LEVESQUE | TFGS870 | 1852505 791-15X-BLU | Rack Mounting Equipment | Tripp Lite 25x Rack Enclosure Server Cabinet W/ Doors & Sides SPECIAL PRICE | 1 | \$1,030.67 | \$1,030.67 | \$9,984.08 | \$0.00 | \$988.74 | \$11,113.12 |
| RAVE LEVESQUE | TFH4092 | 1595592 FL5707U#ABA | Computers | HP Workstation Z620 - Core i7-3930K 3.2GHz | 6 | \$832.30 | \$949.30 | \$9,984.08 | \$0.00 | \$988.51 | \$10,899.87 |
| RAVE LEVESQUE | THH4092 | 568872 G4311N | Network Interface Adapters [NIC] | NETGEAR GA111 Gigabit PCI Adapter | 6 | \$143.22 | \$143.22 | \$9,984.08 | \$0.00 | \$988.51 | \$10,899.87 |
| RAVE LEVESQUE | THH4092 | 1041040 M0140-55171-AF | Video Cards & Display | Matrix M430 1GB Video Card | 6 | \$61.87 | \$370.00 | \$10,011.36 | \$0.00 | \$988.51 | \$10,899.87 |
| RAVE LEVESQUE | THH4092 | 1106139 IWHINSTALLOUTPRT | CDW Delivered Services | CDW HARDWARE INSTALL FOR DESKTOP/NOTEBOOK/PRINTER | 6 | \$10.00 | \$60.00 | \$10,011.36 | \$0.00 | \$988.51 | \$10,899.87 |
| RAVE LEVESQUE | THH4092 | 5340155 1STINHALMGE2 | CDW Delivered Services | CDW Install Custom Create Image on desktop or notebook system | 6 | \$174.00 | \$174.00 | \$10,011.36 | \$0.00 | \$988.51 | \$10,899.87 |
| RAVE LEVESQUE | THH4092 | 1734253 FX989UT | Memory | CDW SYSTEM RAM SERVICE | 6 | \$90.17 | \$541.02 | \$10,011.36 | \$0.00 | \$988.51 | \$10,899.87 |
| RAVE LEVESQUE | THH4092 | 1657568 PRIORITY-INSTALL | CDW Delivered Services | CDW/CDW ASSET Tax Install With another Configuration Center service | 6 | \$0.00 | \$100.00 | \$10,011.36 | \$0.00 | \$988.51 | \$10,899.87 |
| RAVE LEVESQUE | THH4092 | 3382050 ASSETG/W-INSTALL | CDW Delivered Services | HP ProLiant DL360 G7 Base - Xeon E5620 1.66 GHz - Monitor: none. | 1 | \$86.65 | \$86.65 | \$9,987.16 | \$0.00 | \$988.51 | \$9,904.53 |
| RAVE LEVESQUE | THH4092 | 2090714 58567-9001 | Hard Drives | HP Dual Port Enterprise Hard Drive - 72 GB - SAS - 5452 | 2 | \$153.11 | \$706.22 | \$9,987.16 | \$0.00 | \$988.51 | \$9,904.53 |
| RAVE LEVESQUE | THH4092 | 1852505 512GB-5421 | Hard Drives | HP Dual Port Enterprise Hard Drive - 300 GB - SAS - 5452 | 4 | \$157.89 | \$527.15 | \$9,987.16 | \$0.00 | \$988.51 | \$9,904.53 |
| RAVE LEVESQUE | THH4092 | 1734253 FX989UT | Power Adapters | HP Insight Control - license - power supply - hot-plug - 460 Watt | 1 | \$479.68 | \$479.68 | \$9,987.16 | \$0.00 | \$988.51 | \$9,904.53 |
| RAVE LEVESQUE | THH4092 | 1657568 PRIORITY-INSTALL | CD, DVD & Blu-Ray Drives | HP DVD&CD-RW Drive - Serial ATA | 1 | \$123.33 | \$119.27 | \$9,987.16 | \$0.00 | \$988.51 | \$748.21 |
| RAVE LEVESQUE | THH4092 | 1852505 512GB-5421 | Computer Components | Intel Xeon E5450 2.66 GHz processor | 1 | \$1,192.78 | \$1,192.78 | \$9,987.16 | \$0.00 | \$988.51 | \$274.17 |
| RAVE LEVESQUE | THH4092 | 2090714 58567-9001 | Memory | HP memory - 2GB - DIMM - 240-pin - DDR3 | 3 | \$131.22 | \$393.66 | \$9,987.16 | \$0.00 | \$988.51 | \$9,904.53 |
| RAVE LEVESQUE | THH4092 | 1852505 512GB-5421 | CDW Delivered Services | CDW HARDWARE INSTALL FOR SERVER | 4 | \$167.99 | \$167.99 | \$9,987.16 | \$0.00 | \$988.51 | \$9,904.53 |
| RAVE LEVESQUE | THH4092 | 1734253 512GB-5421 | Hard Drives | HP power cable | 2 | \$0.00 | \$0.00 | \$9,987.16 | \$0.00 | \$988.51 | \$23,146.82 |
| RAVE LEVESQUE | THH4092 | 1852505 512GB-5421 | Power Adapters | CDW INSTALL PRIORITY SERVICE | 1 | \$90.00 | \$90.00 | \$9,987.16 | \$0.00 | \$988.51 | \$23,146.82 |
| RAVE LEVESQUE | THH4092 | 1852505 512GB-5421 | Management Software | CDW INSTALL PRIORITY SERVICE | 1 | \$90.00 | \$90.00 | \$9,987.16 | \$0.00 | \$988.51 | \$23,146.82 |
| RAVE LEVESQUE | THH4092 | 1852505 512GB-5421 | Network Management [SAN] | CDW/CDW Single Port Support - 3 years | 1 | \$1,096.40 | \$1,096.40 | \$9,987.16 | \$0.00 | \$988.51 | \$23,146.82 |
| RAVE LEVESQUE | THH4092 | 1112518 DC172AT | Computer Accessories | Phanteks G55 Wireless Office Headset System | 12 | \$15.67 | \$251.62 | \$9,987.16 | \$0.00 | \$988.51 | \$23,146.82 |
| RAVE LEVESQUE | THH4092 | 7875162 C555 | Collaboration & IP Telephony | HP V1810-08G Switch | 15 | \$265.75 | \$401.25 | \$9,987.16 | \$0.00 | \$988.51 | \$23,146.82 |
| RAVE LEVESQUE | THH4092 | 87652021-02M | Virtualization Software | Vmware vsphere Midsize Acceleration Kit - (v. 4) - license | 4 | \$204.40 | \$819.68 | \$9,987.16 | \$0.00 | \$988.51 | \$23,146.82 |
| RAVE LEVESQUE | THH4092 | 1852505 V58-M5-APC-C | Surge Suppressors | Vmware Support and Subscription Production - technical support - 1 year - f | 1 | \$1,649.00 | \$1,649.00 | \$9,987.16 | \$0.00 | \$988.51 | \$23,146.82 |
| RAVE LEVESQUE | THH4092 | 1037597 AFESEA | Surge Suppressors | Tripp Lite PDU Switched 20A / 240V 36A 20 CL 3+4 C19 Outlet (6-50P) ORIRN | 1 | \$1,486.00 | \$1,486.00 | \$9,987.16 | \$0.00 | \$988.51 | \$23,146.82 |
| RAVE LEVESQUE | THH4092 | 1852505 512GB-5421 | Surge Suppressors | HP SongbirdWorks 818 PC-e Fiber Channel Adapter Single Port - host | 1 | \$1,051.08 | \$1,051.08 | \$9,987.16 | \$0.00 | \$988.51 | \$9,981.37 |
| RAVE LEVESQUE | THH4092 | 1734253 512GB-5421 | Surge Suppressors | Belkin 2mte MultiMode LC/LC 62.5/125 Duplex Fiber Optic cable | 15 | \$265.75 | \$401.25 | \$9,987.16 | \$0.00 | \$988.51 | \$8,981.37 |
| RAIN MORALES | TG06710 | 1041162 5555 | Headsets | HP V1810-08G Switch | 1 | \$167.99 | \$167.99 | \$9,987.16 | \$0.00 | \$988.51 | \$23,146.82 |
| RAIN MORALES | TG06710 | 1852505 512GB-5421 | Surge Suppressors | Vmware/VMware Midsize Acceleration Kit - (v. 4) - license | 4 | \$1,649.00 | \$1,649.00 | \$9,987.16 | \$0.00 | \$988.51 | \$23,146.82 |
| RAIN MORALES | TG06710 | 1852505 512GB-5421 | Surge Suppressors | Vmware Support and Subscription Production - technical support - 1 year - f | 1 | \$1,486.00 | \$1,486.00 | \$9,987.16 | \$0.00 | \$988.51 | \$23,146.82 |
| RAIN MORALES | TG06710 | 1852505 512GB-5421 | Surge Suppressors | Tripp Lite PDU Switched 20A / 240V 36A 20 CL 3+4 C19 Outlet (6-50P) ORIRN | 1 | \$1,051.08 | \$1,051.08 | \$9,987.16 | \$0.00 | \$988.51 | \$23,146.82 |
| RAIN MORALES | TG06710 | 1852505 512GB-5421 | Surge Suppressors | HP SongbirdWorks 818 PC-e Fiber Channel Adapter Single Port - host | 1 | \$1,051.08 | \$1,051.08 | \$9,987.16 | \$0.00 | \$988.51 | \$8,981.37 |
| RAIN MORALES | TG06710 | 1852505 512GB-5421 | Surge Suppressors | Belkin 2mte MultiMode LC/LC 62.5/125 Duplex Fiber Optic cable | 15 | \$265.75 | \$401.25 | \$9,987.16 | \$0.00 | \$988.51 | \$8,981.37 |
| RAIN MORALES | TG06710 | 1852505 512GB-5421 | Surge Suppressors | HP V1810-08G Switch | 1 | \$167.99 | \$167.99 | \$9,987.16 | \$0.00 | \$988.51 | \$23,146.82 |
| RAIN MORALES | TG06710 | 1852505 512GB-5421 | Surge Suppressors | Vmware/VMware Midsize Acceleration Kit - (v. 4) - license | 4 | \$1,649.00 | \$1,649.00 | \$9,987.16 | \$0.00 | \$988.51 | \$23,146.82 |
| RAIN MORALES | TG06710 | 1852505 512GB-5421 | Surge Suppressors | Vmware Support and Subscription Production - technical support - 1 year - f | 1 | \$1,486.00 | \$1,486.00 | \$9,987.16 | \$0.00 | \$988.51 | \$23,146.82 |
| RAIN MORALES | TG06710 | 1852505 512GB-5421 | Surge Suppressors | Tripp Lite PDU Switched 20A / 240V 36A 20 CL 3+4 C19 Outlet (6-50P) ORIRN | 1 | \$1,051.08 | \$1,051.08 | \$9,987.16 | \$0.00 | \$988.51 | \$23,146.82 |
| RAIN MORALES | TG06710 | 1852505 512GB-5421 | Surge Suppressors | HP SongbirdWorks 818 PC-e Fiber Channel Adapter Single Port - host | 1 | \$1,051.08 | \$1,051.08 | \$9,987.16 | \$0.00 | \$988.51 | \$8,981.37 |
| RAIN MORALES | TG06710 | 1852505 512GB-5421 | Surge Suppressors | Belkin 2mte MultiMode LC/LC 62.5/125 Duplex Fiber Optic cable | 15 | \$265.75 | \$401.25 | \$9,987.16 | \$0.00 | \$988.51 | \$8,981.37 |
| RAIN MORALES | TG06710 | 1852505 512GB-5421 | Surge Suppressors | HP V1810-08G Switch | 1 | \$167.99 | \$167.99 | \$9,987.16 | \$0.00 | \$988.51 | \$23,146.82 |
| RAIN MORALES | TG06710 | 1852505 512GB-5421 | Surge Suppressors | Vmware/VMware Midsize Acceleration Kit - (v. 4) - license | 4 | \$1,649.00 | \$1,649.00 | \$9,987.16 | \$0.00 | \$988.51 | \$23,146.82 |
| RAIN MORALES | TG06710 | 1852505 512GB-5421 | Surge Suppressors | Vmware Support and Subscription Production - technical support - 1 year - f | 1 | \$1,486.00 | \$1,486.00 | \$9,987.16 | \$0.00 | \$988.51 | \$23,146.82 |
| RAIN MORALES | TG06710 | 1852505 512GB-5421 | Surge Suppressors | Tripp Lite PDU Switched 20A / 240V 36A 20 CL 3+4 C19 Outlet (6-50P) ORIRN | 1 | \$1,051.08 | \$1,051.08 | \$9,987.16 | \$0.00 | \$988.51 | \$23,146.82 |
| RAIN MORALES | TG06710 | 1852505 512GB-5421 | Surge Suppressors | HP SongbirdWorks 818 PC-e Fiber Channel Adapter Single Port - host | 1 | \$1,051.08 | \$1,051.08 | \$9,987.16 | \$0.00 | \$988.51 | \$8,981.37 |
| RAIN MORALES | TG06710 | 1852505 512GB-5421 | Surge Suppressors | Belkin 2mte MultiMode LC/LC 62.5/125 Duplex Fiber Optic cable | 15 | \$265.75 | \$401.25 | \$9,987.16 | \$0.00 | \$988.51 | \$8,981.37 |
| RAIN MORALES | TG06710 | 1852505 512GB-5421 | Surge Suppressors | HP V1810-08G Switch | 1 | \$167.99 | \$167.99 | \$9,987.16 | \$0.00 | \$988.51 | \$23,146.82 |
| RAIN MORALES | TG06710 | 1852505 512GB-5421 | Surge Suppressors | Vmware/VMware Midsize Acceleration Kit - (v. 4) - license | 4 | \$1,649.00 | \$1,649.00 | \$9,987.16 | \$0.00 | \$988.51 | \$23,146.82 |
| RAIN MORALES | TG06710 | 1852505 512GB-5421 | Surge Suppressors | Vmware Support and Subscription Production - technical support - 1 year - f | 1 | \$1,486.00 | \$1,486.00 | \$9,987.16 | \$0.00 | \$988.51 | \$23,146.82 |
| RAIN MORALES | TG06710 | 1852505 512GB-5421 | Surge Suppressors | Tripp Lite PDU Switched 20A / 240V 36A 20 CL 3+4 C19 Outlet (6-50P) ORIRN | 1 | \$1,051.08 | \$1,051.08 | \$9,987.16 | \$0.00 | \$988.51 | \$23,146.82 |
| RAIN MORALES | TG06710 | 1852505 512GB-5421 | Surge Suppressors | HP SongbirdWorks 818 PC-e Fiber Channel Adapter Single Port - host | 1 | \$1,051.08 | \$1,051.08 | \$9,987.16 | \$0.00 | \$988.51 | \$8,981.37 |
| RAIN MORALES | TG06710 | 1852505 512GB-5421 | Surge Suppressors | Belkin 2mte MultiMode LC/LC 62.5/125 Duplex Fiber Optic cable | 15 | \$265.75 | \$401.25 | \$9,987.16 | \$0.00 | \$988.51 | \$8,981.37 |
| RAIN MORALES | TG06710 | 1852505 512GB-5421 | Surge Suppressors | HP V1810-08G Switch | 1 | \$167.99 | \$167.99 | \$9,987.16 | \$0.00 | \$988.51 | \$23,146.82 |
| RAIN MORALES | TG06710 | 1852505 512GB-5421 | Surge Suppressors | Vmware/VMware Midsize Acceleration Kit - (v. 4) - license | 4 | \$1,649.00 | \$1,649.00 | \$9,987.16 | \$0.00 | \$988.51 | \$23,146.82 |
| RAIN MORALES | TG06710 | 1852505 512GB-5421 | Surge Suppressors | Vmware Support and Subscription Production - technical support - 1 year - f | 1 | \$1,486.00 | \$1,486.00 | \$9,987.16 | \$0.00 | \$988.51 | \$23,146.82 |
| RAIN MORALES | TG06710 | 1852505 512GB-5421 | Surge Suppressors | Tripp Lite PDU Switched 20A / 240V 36A 20 CL 3+4 C19 Outlet (6-50P) ORIRN | 1 | \$1,051.08 | \$1,051.08 | \$9,987.16 | \$0.00 | \$988.51 | \$23,146.82 |
| RAIN MORALES | TG06710 | 1852505 512GB-5421 | Surge Suppressors | HP SongbirdWorks 818 PC-e Fiber Channel Adapter Single Port - host | 1 | \$1,051.08 | \$1,051.08 | \$9,987.16 | \$0.00 | \$988.51 | \$8,981.37 |
| RAIN MORALES | TG06710 | 1852505 512GB-5421 | Surge Suppressors | Belkin 2mte MultiMode LC/LC 62.5/125 Duplex Fiber Optic cable | 15 | \$265.75 | \$401.25 | \$9,987.16 | \$0.00 | \$988.51 | \$8,981.37 |
| RAIN MORALES | TG06710 | 1852505 512GB-5421 | Surge Suppressors | HP V1810-08G Switch | 1 | \$167.99 | \$167.99 | \$9,987.16 | \$0.00 | \$988.51 | \$23,146.82 |
| RAIN MORALES | TG06710 | 1852505 512GB-5421 | Surge Suppressors | Vmware/VMware Midsize Acceleration Kit - (v. 4) - license | 4 | \$1,649.00 | \$1,649.00 | \$9,987.16 | \$0.00 | \$988.51 | \$23,146.82 |
| RAIN MORALES | TG06710 | 1852505 512GB-5421 | Surge Suppressors | Vmware Support and Subscription Production - technical support - 1 year - f | 1 | \$1,486.00 | \$1,486.00 | \$9,987.16 | \$0.00 | \$988.51 | \$23,146.82 |
| RAIN MORALES | TG06710 | 1852505 512GB-5421 | Surge Suppressors | Tripp Lite PDU Switched 20A / 240V 36A 20 CL 3+4 C19 Outlet (6-50P) ORIRN | 1 | \$1,051.08 | \$1,051.08 | \$9,987.16 | \$0.00 | \$988.51 | \$23,146.82 |
| RAIN MORALES | TG06710 | 1852505 512GB-5421 | Surge Suppressors | HP SongbirdWorks 818 PC-e Fiber Channel Adapter Single Port - host | 1 | \$1,051.08 | \$1,051.08 | \$9,987.16 | \$0.00 | \$988.51 | \$8,981.37 |
| RAIN MORALES | TG06710 | 1852505 512GB-5421 | Surge Suppressors | Belkin 2mte MultiMode LC/LC 62.5/125 Duplex Fiber Optic cable | 15 | \$265.75 | \$401.25 | \$9,987.16 | \$0.00 | \$988.51 | \$8,981.37 |
| RAIN MORALES | TG06710 | 1852505 512GB-5421 | Surge Suppressors | HP V1810-08G Switch | 1 | \$167.99 | \$167.99 | \$9,987.16 | \$0.00 | \$988.51 | \$23,146.82 |
| RAIN MORALES | TG06710 | 1852505 512GB-5421 | Surge Suppressors | Vmware/VMware Midsize Acceleration Kit - (v. 4) - license | 4 | \$1,649.00 | \$1,649.00 | \$9,987.16 | \$0.00 | \$988.51 | \$23,146.82 |
| RAIN MORALES | TG06710 | 1852505 512GB-5421 | Surge Suppressors | Vmware Support and Subscription Production - technical support - 1 year - f | 1 | \$1,486.00 | \$1,486.00 | \$9,987.16 | \$0.00 | \$988.51 | \$23,146.82 |
| RAIN MORALES | TG06710 | 1852505 512GB-5421 | Surge Suppressors | Tripp Lite PDU Switched 20A / 240V 36A 20 CL 3+4 C19 Outlet (6-50P) ORIRN | 1 | \$1,051.08 | \$1,051.08 | \$9,987.16 | \$0.00 | \$988.51 | \$23,146.82 |
| RAIN MORALES | TG06710 | 1852505 512GB-5421 | Surge Suppressors | HP SongbirdWorks 818 PC-e Fiber Channel Adapter Single Port - host | 1 | \$1,051.08 | \$1,051.08 | \$9,987.16 | \$0.00 | \$988.51 | \$8,981.37 |
| RAIN MORALES | TG06710 | 1852505 512GB-5421 | Surge Suppressors | Belkin 2mte MultiMode LC/LC 62.5/125 Duplex Fiber Optic cable | 15 | \$265.75 | \$401.25 | \$9,987.16 | \$0.00 | \$988.51 | \$8,981.37 |
| RAIN MORALES | TG06710 | 1852505 512GB-5421 | Surge Suppressors | HP V1810-08G Switch | 1 | \$16 | | | | | |

